

REQUEST FOR PROPOSALS SANTA CRUZ COUNTY

EXCLUSIVE OPERATING AREA PROVIDER FOR EMERGENCY AMBULANCE SERVICE

September 2017





COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

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COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) #17P1-001

FOR

***EXCLUSIVE EMERGENCY
AMBULANCE SERVICE OPERATOR
FOR THE SANTA CRUZ COUNTY
EXCLUSIVE OPERATING AREA***

**RFP PROPOSALS DUE:
December 19, 2017
2:00 p.m. PDT**

**In the General Services Department - Purchasing Division
701 Ocean Street, Room 330
Third Floor
Santa Cruz, CA 95060**

**BUYER: Kevin Bratcher
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Section 1: Submittal Checklist

All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.

1. _____ Cover Letter
2. _____ Signature Forms & Addenda
3. _____ Table of Contents
4. _____ Executive Summary
5. _____ RFP & Contract Exceptions
6. _____ Bidder’s Qualifications & Approach
8. _____ Exhibits & Attachments

Submit Separately (e.g., sealed envelope, DVD/flash drive)

- A. _____ Cost Proposal
- B. _____ Financial Statement and Sufficient Financial Information as listed in the RFP
(Non-submittal will be considered non-responsive and cause for rejection of proposal)

Section 2: RFP-Specific Definitions

(for EMS Definitions, see Attachment 3)

American Institute of Certified Public Accounts (AICPA) – Association representing the accounting profession that sets ethical standards and auditing standards.

Bidder – A person, partnership, firm, corporation, organization, or joint venture submitting a bid proposal for the purpose of obtaining a County contract.

CG2026 – A general insurance industry form to provide additional insured certificates.

Closing Date/Time – The last day and time the RFP must be received in the General Services Department.

Consumer Price Index (CPI) – Monthly data on changes in the prices paid by urban consumers.

Contract – Comprises the RFP, any addenda thereto, the bid proposal, and the purchase order, if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

Contractor – The Bidder awarded the Contract derived from this RFP. The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Contract Administrator – The Contract Administrator will be the single authority to act for the County under the Contract.

County – The County of Santa Cruz, a political subdivision of the State of California.

Duly Appointed Officer – Person who has the legal authority to enter into and sign contracts on behalf of the firm.

Evaluation Committee – A committee established to review and evaluate bid proposals to recommend the Contract award.

Formal Date of Award – Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

Notice of Intent to Award – Letter sent by the County to all participating Bidders advising them of the date the County Board of Supervisors will hear and possibly take action in awarding the Contract to the apparent successful Bidder as recommended by the Evaluation Committee.

Project Director – The person named by the County who will oversee the project associated with the RFP and be the first contact regarding any questions, problems, and any other issues that arise during the Contract period.

Portable Document Format (PDF) – Commonly referred to as Adobe Acrobat format.

Proposal Deadline – The closing date associated with this proposal.

Request for Proposal (RFP) – This solicitation for first response and emergency ground ambulance services within Santa Cruz County.

Self-Insurance Retention (SIR) – Self-insured policy.

Subcontractors – Any person, entity, or organization to which Contractor or County has delegated any of its obligations hereunder.

Section 3: Intent of the Request for Proposal

3.1 Introduction

The County of Santa Cruz General Services Department-Purchasing Division, on behalf of the Health Services Agency and its Emergency Medical Services (EMS) Program, invites sealed proposals from qualified organizations to bid on emergency ambulance service to an exclusive operating area (EOA). Santa Cruz County ("County") is authorized to plan and implement such an EOA as provided for under California Health and Safety Code, Section 1797.224. The EOA includes all of the County as shown in Attachment 2. Proposals will be accepted for one EOA provider servicing the entire EOA.

The County has 274,673 residents (per 2016 US Census) covering 441 square miles and is situated at the northern tip of Monterey Bay, 65 miles south of San Francisco, 35 miles north of Monterey, and 35 miles southwest of the Silicon Valley. Its natural beauty is present in the pristine beaches, lush redwood forests, and rich farmland. It has an ideal Mediterranean climate with low humidity and sunshine 300 days a year. There are four incorporated cities within Santa Cruz County. The largest is the City of Santa Cruz, followed by Watsonville, Scotts Valley, and Capitola.

Santa Cruz County is the Gateway to the Monterey Bay National Marine Sanctuary, has 29 miles of coastline and includes numerous state parks and beaches. The State of California owns and maintains 42,334 acres of parks in the coastal and mountainous areas of Santa Cruz County. The County maintains an additional 1,400 acres of parks, and numerous parks are also found within the cities.

The County's strong local economy is anchored by vibrant high technology, agriculture, and tourism, and the school system includes Cabrillo Community College and the University of California, Santa Cruz. It also hosts the Long Marine Laboratory, the National Marine Fisheries service, and the Monterey Bay National Marine Sanctuary Exploration Center.

This procurement calls for proposals to provide for all emergency ambulance service within the County EOA subject to the performance standards and other specifications herein. Bidders must meet all credentialing and scope of service requirements as listed in Section 4 of the RFP. Each proposal will undergo significant scrutiny in these areas prior to processing the application for full consideration. For a further listing of definitions for the RFP, please see Section 2.

The initial Contract period will be for five (5) years. The local EMS agency (LEMSA) may extend the Contract for up to two (2) 30-month periods, or a maximum of ten (10) years, based on superior performance as evaluated and approved by the LEMSA. Any extension will be at the mutual agreement of both LEMSA and the current EOA provider. Contract compliance will be monitored by the County with input from the Contract Compliance Committee. This is a County-sponsored committee comprised of public safety, hospital, and public health appointees who are responsible for monitoring contractor compliance, performance standards and contract provisions and making recommendations to the County.

This is a performance-based Contract. Details regarding the Contract, performance standards, and other details of the scope of work requested are described in this RFP. Bidders should note that Santa Cruz County is very diverse in its population and geography. A comprehensive proposal from a Bidder will require orientation and familiarity to the unique service requirements of the County. Due to the excellent working relationship between EMS system stakeholders

currently, contact with participating first responder agencies and key contact people listed in Attachment 4 is strongly encouraged.

3.2 Background

Existing EMS Services

Currently, there is one ground emergency ambulance provider serving the 911 needs of the residents and visitors of Santa Cruz County. The provider offers all Advanced Life Support (ALS) level of care. Historically, ambulances have been staffed with two paramedics; the County recently approved transitioning to one paramedic and one emergency medical technician (EMT) due to the high number of fire agencies with paramedics and lack of clinical evidence supporting dual-paramedic staffing. This is a high-performance system with response time standards for calls determined to be an emergency by the dispatch center. There is no required response time for non-emergency calls. Dispatch is provided by the County's consolidated fire-EMS-law enforcement communications center, Santa Cruz Regional 9-1-1, also known as "NetCom."

Fire service is an integral part and crucial component of County EMS. A list of the departments and the level of services provided is shown in Attachment 4. Aptos La Selva Fire Protection District has provided ALS first responder services since 1978. Currently, it cross staffs an ALS ambulance when the EMS system has high demand and supports the contracted provider. Central Fire Protection District began phased implementation of ALS services with firefighter paramedics in 1998. This was followed shortly by Santa Cruz City, Watsonville, and Scotts Valley Fire Departments. The remaining fire agencies provide Basic Life Support (BLS)-level first response, some at the Advanced EMT level. A few fire departments have BLS ambulances; however, they are currently underutilized within the EMS system. The Santa Cruz County EMS Integration Authority (EMSIA) was formed in 1997 as a joint powers authority to integrate fire-based medical resources with the County ambulance provider. The current provider subcontracts with the EMSIA to provide first responder ALS (FRALS) services within certain parts of the EOA. This allows for longer ambulance response times when FRALS is provided within the required response time standards. There is a history of integrated and coordinated training and education between the fire first responders and transport paramedics. Any Bidder should demonstrate a superior history of collaboration with fire agencies and recognize the critical partnership opportunities within an EMS system that truly optimize all of the available EMS resources.

There are two primary air ambulance providers for the County. Air ambulance service is specifically not included within this RFP. There is one ground non-emergency ambulance provider offering inter-facility transportation (IFT) at the BLS level with a combination of on-duty and on-call staff.

General Requirements and Governing Law

California Health and Safety Code 1791.224 permits counties to establish EOAs. In addition, and from time to time, the County may establish certain rules and regulations that govern the operation of emergency ambulance services within the contractual jurisdiction. The State law, contractual standards as stipulated in the RFP and future addenda, County resolutions, ordinances and rules and regulations, and published operational and medical policies of the LEMSA, California EMS Authority, and this RFP set forth the requirements for service for the County EOA, and all bidders shall comply with them. Collectively, they are referred to as the "governing law" in this RFP.

Exclusive Operating Area

The response area to be served by this RFP is the "Santa Cruz County EOA - Ground" which is one, single EOA servicing four compliance zones of the County (see Attachment 2). The authority of the County allows the County to restrict operations to one or more emergency ambulance services within the EOA.

3.3 Period of Operation

Unless initiated earlier by mutual agreement, this contract shall commence at 9:00 a.m. on October 1st, 2018, and terminate at 8:59 a.m. on October 1st, 2023, unless extended or terminated as provided for herein. LEMSA shall make any decision regarding renewal of this contract or any extension thereof shall be made at least 18 months prior to the scheduled termination date so that if no extension is approved, a new proposal process can be conducted on a schedule that will identify the new Contractor at least four months prior to that scheduled termination date.

The purpose of this requirement is to allow reasonable time for both outgoing and incoming Contractors to plan and execute an orderly transition, to allow the County and its new Contractor to revise advertising, and to allow time for negotiation of new service contracts, mutual-aid agreements, and other contracts previously serviced by the outgoing Contractor.

3.4 Scheduled Activities

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

Event	Date
Bid Document Available	9/26/2017
Bidder's Conference	10/10/2017
Deadline for Written Questions (by 4:00 p.m.)	10/13/2017
Dissemination of Questions and Answers	10/20/2017
Letter of Intent Due (may be scanned and submitted via email attachment to Kevin.Bratcher@santacruzcounty.us)	10/27/2017
Proposals Due (by 2:00 p.m.)	12/19/2017
Oral Presentations Completed	1/09/2018
Notice of Intent to Award	2/6/2018
Last Day to Appeal	2/13/2018
Approval of Contract by County Counsel	3/5/2018
Approval of Contract by Board of Supervisors	4/3/2018
Implementation	10/01/2018

Section 4: Scope of Work

4.1 Scope

This RFP and its provisions, attachments, addendums and exhibits constitute a solicitation for the selection of the single provider of ground emergency ambulance service for the County EOA. The operation of such an emergency ambulance service shall be consistent with the provisions of this procurement process including staffing and performance. This procurement process includes provision for all ambulance responses.

All of the following transports originating in the County EOA shall be referred to the holder of the exclusive Contract, and the holder of the exclusive Contract shall be responsible for all responses and ground transports as follows:

- (1) Made in response to 9-1-1/Public Safety Answering Point (PSAP) requests;
- (2) Made in response to requests for immediate emergency ambulance service transmitted through an authorized 9-1-1/PSAP;
- (3) Made in response to requests for emergency ambulance service made directly to the ambulance provider from a seven-digit telephone call without going through an authorized 9-1-1/PSAP;
- (4) Any request for ALS interfacility transport from a healthcare facility;
- (5) All "Special Events" requiring the presence of an ALS ambulance; and
- (6) All "Special Events" requiring ALS level of service, even if there is no ambulance required.

The contractor's scope of work is summarized as follows:

When a request for service is received by the Contractor from the County's communications center, ambulance response times must meet the response-time and clinical standards set forth herein. Every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by the Agreement, be equipped and staffed to operate at the appropriate level on all ambulance responses, including emergency and non-emergency services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to the County's Policies and Procedures as established or approved in the Contractor's proposal and as developed or promulgated as part of this RFP.

Services and care delivered must be evaluated by the Contractor's internal quality improvement program and as necessary, through the County's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct clinical and other performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This procurement process requires the highest levels of performance and reliability and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The Contractor that fails to perform shall be promptly replaced to protect the public health and safety.

4.2 Partnerships within the Exclusive Operating Area

All of the local fire agencies currently participate in a joint powers authority, the EMSIA. The County considers the EMSIA an essential partner in the provision of EMS within the EOA. Due to the highly integrated nature of the EMSIA and the contracted ambulance provider, the County highly encourages partnerships to provide a high-quality clinical care, cost-effective service with optimal response times, and collaboration in system innovation now and in the future. Possible partnership opportunities, include but are not limited to, existing ALS first response providers, ALS ambulance providers, and BLS ambulance providers, operational integration and collaboration opportunities. Contact information is provided within Attachment 4.

All bidders shall clearly state their plans, if any, as to how they will work with existing providers or public service agencies if they choose to do so, and shall include in their proposals their understanding and commitment of the scope of such subcontracts and any assumptions used to reach such a subcontract for service. Ideally, each Bidder should have entered into negotiations with the respective agencies prior to submission of the proposal and provide evidence of such in the proposal. The successful Bidder will retain ultimate responsibility for the Subcontractors with respect to the performance standards contained herein and by Contract with the County. The Subcontractors should be utilized primarily to provide service within their regular service areas; however, they may be included in the successful Bidder's system status plan and utilized by the successful Bidder as seen fit to post or respond to calls within the EOA. The successful Bidder shall ensure adequate contract termination language in the subcontracts for failure to meet the Contractor's required performance standards. This portion of the proposal shall be scored within the "Integration with Existing EMS Stakeholders" section of the Evaluator Scoring Tool (Attachment 7).

A. ALS First Response Providers

A number of the fire departments currently offers ALS first response to meet the ALS first responder response time standard within the EMS system and this RFP. They are strategically positioned, well-trained, and a cost-effective option for ensuring rapid ALS care when appropriate. Fire departments are compensated for providing this service by the Contractor following a strict formula that does not pay more than the cost of providing said first responder service.

B. Existing ALS Ambulance Provider

Aptos/La Selva Fire Department has a cross-staffed ALS ambulance that is utilized within the current EMS system by the Contractor when system demand exceeds supply. Aptos/La Selva is currently reimbursed a flat rate per transport by the Contractor. This cost reimbursement approach does not fully appreciate all of the time spent posting, responding to calls, as well as transporting patients. Bidders may want to consider a "per hour" rate for ambulance provider partners that more accurately matches the expense incurred. Further, the bidder may want to discuss similar subcontracting with other fire departments interested in providing backup ambulance service within the scope of this RFP. This resource can be a valuable strategy to ensure adequate surge capacity during unpredictable periods of high demand and is encouraged by the County. Any proposed relationships, and their details, shall be fully explained within the bidder's proposal.

C. Existing BLS Ambulance Providers

Currently, there are fire departments operating BLS ambulances who respond to 9-1-1 medical calls within their respective districts and are met by Contractor ALS ambulances/quick response vehicles. The County has determined certain call types can be identified by medical priority dispatch system (MPDS) protocols to receive only BLS-level first response and/or ambulance; this is in the best interest of resource optimization

of limited ALS resources (e.g., first responders, quick response vehicles, ambulances). Further, these ALS resources may respond to a call and determine that it may be appropriate for transport by a BLS-level ambulance based on patient care needs and LEMSA policy. Both of these capabilities will become effective during the start of the next Contract.

4.3 EMS Run Data

See Attachment 2 for summary EMS data. NetCom Computer-Aided Dispatch (CAD) data is available for 2011-2016 upon request. There has been no independent validation of this data. Bidders are encouraged to use their own means to analyze the information to determine response and transport volumes. The County does not guarantee any number of responses or transports.

4.4 Level of Care

The exclusive Contract holder will provide ALS & BLS level of care for all requests for emergency ground emergency ambulance service, ALS urgent and scheduled ground emergency ambulance service, as well as special event ALS stand-by originating within the EOA. Interfacility transports at the BLS or critical care transport level are specifically not included in the scope of this RFP.

4.5 Response Time Zones and Standards

A. General

It is the Bidder's sole responsibility to be familiar with the geographic considerations and response-time zones comprising this solicitation. Response times shall be calculated from 18 seconds after the dispatch call time (i.e., the average time to process the call and notify the unit), until the time the Contractor (or Subcontractor) arrives at the scene with a fully functional and appropriately staffed/equipped unit. All response times are measured in seconds, not whole minutes. All ambulance dispatch services and times will be documented under strict procedures set by the County.

The County is interested in providing prompt, effective emergency ambulance services at a reasonable cost to the consumer. Any enhanced services above the standard of this RFP, while not encouraged, must include a separate cost estimate. However, clinical and response-time performance will not be sacrificed for economy.

Service to the EOA must be at or above the level of service as defined in this RFP. Service must include primary response, backup, and move-up-and-cover plans that clearly define timely emergency ambulance coverage. Oversight will be provided by the County and the LEMSA with technical expertise from fire, dispatch, hospitals, and other EMS stakeholders.

To become familiar with the unique requirements of the County, bidders are urged to contact the various public safety and fire departments/districts in the County. A list of contact persons for participating areas is listed in Attachment 4.

B. Response-Time Zones

Response time requirements vary depending upon the response-time zone to which the ambulance provider must respond. There are four (4) response time compliance zones in the EOA – 1) First Response-Urban (FR-U), 2) First Response-Suburban/Rural (FR-S/R), 3) Transport-Urban (T-U), 4) Transport-Suburban/Rural (T-S/R). The County is divided into map pages, and each page has been assigned a response time requirement based

upon underlying population density, proximity to urban areas and other factors. For a map of the compliance zones, please see Attachment 2.

These maps are based on ambulance industry standards for defining such zones and may be changed by the LEMSA from time to time as population, call density, road access, effective contract monitoring, and other relevant conditions change. No response-time amendments will be made without giving notice to, and opportunity for, consultation with the Contractor, EMSIA, fire departments/districts, cities, and other interested parties and organizations in the affected area of the exclusive zone. The County will establish a procedure for making such changes that provides for such notice, comment, and input to be achieved.

In addition to the compliance zone evaluation, the County will periodically review population densities, call distribution, single communities, and response times in areas within the compliance zones and may request the Contractor alter its system status plan (SSP) to respond to needs of improved performance and adaptation to population trends. This alteration may also include adjusting the SSP to improve backup and move-up-and-cover ambulance coverage. Contractor shall agree to negotiate in good faith with the County and revise its SSP as needed to improve performance to these communities, as determined by the County, in consultation with the Contract Administrator. Contractor shall also negotiate in good faith on the issue of any impact on contract terms these changes may have and include these in the negotiation process. Failure to negotiate in good faith regarding these potentially underserved areas may constitute a contract default.

C. Code-3 Calls (Emergency)

Contractor must provide 24-hour, 365-day per year coverage for all Code-3 requests for service for the term of the Contract, as defined by approved medical dispatch protocols. Code-3, for purposes of this RFP, is defined as all requests receiving a response with lights and siren for presumed life-threatening or non-life-threatening emergency conditions. The Contractor must guarantee response times, as specified below:

Urban: *First ALS Provider* – 90.00 percent of all calls in 8:00 minutes or less. Calls exceeding 12:00 minutes will be subject to liquidated damages.

Transport – 90.00 percent of all calls in 16:00 minutes or less. Calls at or exceeding 24:00 minutes will be subject to liquidated damages.

Suburban: *First ALS Provider* – 90.00 percent of all calls in 12:00 minutes or less. Calls exceeding 24:00 minutes will be subject to liquidated damages.

Transport – 90.00 percent of all calls in 20:00 minutes or less. Calls at or exceeding 30:00 minutes will be subject to liquidated damages.

Rural: *First ALS Provider* – 90.00 percent of all calls in 20:00 minutes or less. Calls exceeding 30:00 minutes will be subject to liquidated damages.

Transport – 90.00 percent of all calls in 30:00 minutes or less. Calls exceeding 45:00 minutes will be subject to liquidated damages.

Bidders should familiarize themselves with population densities, transportation corridors, and other factors so as to provide effective and prompt emergency ambulance service.

D. Code-2 Calls (Non-Emergency)

Contractor must provide 24-hour, 365-day per year coverage for all Code-2 requests, as defined by medical dispatch protocols. Code-2, for purposes of this RFP, is defined as any call that does not require lights and siren, but must have a response due to a presumption of an urgent, but non-life-threatening, medical condition. The response may be at the BLS or ALS level, depending on MPDS call type and LEMSA Medical Director policy. While there is no response time standard for Code-2 calls, it is expected that the Contractor will respond promptly to these requests to 1) minimize first responder at scene time and 2) meet patient's expectation for prompt service.

LEMSA policy allows Code-2 calls to be held (i.e., "pending") when there are three (3) or fewer available ambulances in the system during the day and two (2) or fewer at night. If FRALS evaluates the patient and determines no life-threatening emergency, the paramedic may complete a release at scene (RAS) form and notify dispatch that FRALS will not be remaining on scene. Dispatch will contact the patient every 15 minutes to ensure no change in condition until an ambulance arrives at the scene. If there is a life-threatening emergency, FRALS will notify dispatch to upgrade the call to Code-3.

E. Healthcare Facility Calls

Contractor shall respond to hospital and healthcare facility requests for ALS interfacility transfer in the following manner and using the following definitions. This Contract includes ALS ambulance interfacility transports only. Any removal of 9-1-1 resources to perform transports outside of this Contract are at the risk of the associated response time compliance impact. Separate from this Contract, provider may perform interfacility transports originating within the County

- 1) Emergency Transfer – Immediate ambulance transport is requested to a higher level of care when any delay could result in placing the patient's health in immediate jeopardy. The transport provider retains a response-time requirement for these transfers just as they would for any Code-3 (i.e., life-threatening emergency) 9-1-1 request to the facility's location. As these transfers may immediately remove an ambulance unit from the 9-1-1 system, facilities are expected to only request an emergency transfer when the patient's condition warrants such a response. It is understood that the requesting agency shall only request the emergency transfer such that the patient is prepared for transfer with all available transfer papers upon the arrival of the transfer unit.
- 2) Urgent Transfer – This should be requested when the patient's medical condition requires transport to a facility providing a higher level of care and is not considered to be in immediate jeopardy. These are considered Code-2 responses for the purposes of response time compliance.
- 3) Pre-arranged Transfer – shall be a pre-arranged transfer for a medically stable patient. The timeliness of this type of transfer would have no foreseeable bearing on the patient's medical condition. These are considered Code-2 responses for the purposes of response time compliance.

**Santa Cruz County
 Response Time Requirements Summary
 (in minutes)**

Area	First ALS Unit		ALS Transport	
	Standard	Outlier	Standard	Outlier
Urban	90% ≤ 8:00	> 12:00	90% ≤ 16:00	> 24:00
Suburban	90% ≤ 12:00	> 18:00	90% ≤ 20:00	> 30:00
Rural	90% ≤ 20:00	> 30:00	90% ≤ 30:00	> 45:00

Table 1

4.6 Dispatch Services

Successful Bidder shall contract with the dispatch center approved by the LEMSA. This center shall dispatch all ambulance requests for service as well as execute the provided SSP from the Contractor. A fee to reimburse the dispatch center for the cost of ambulance dispatch will be assessed semi-annually to the successful Bidder. This fee is based on a cost-reimbursement strategy that divides overall expense by the relevant work load of each provider of the dispatch center. It may increase annually based on the cost of dispatch operations. During the last eight years, the current dispatch center cost increase has averaged three percent (3%). The annualized fee for dispatching services during the first year is estimated at \$641,250.

4.7 Performance Standards – Response Times

Performance standards may be adjusted by the County through the course of the Agreement consistent with the modifications in EMS operational and medical standards which are developed by the County. The Contractor shall be notified with 60 days’ advance notice of the effective date of the change and shall define the Contract impact within 30 days of initiation.

A. Liquidated Damages: Code-3 Calls

Contractor shall not refer exclusive Contract calls to another agency unless it is part of an approved mutual aid plan submitted by the Contractor and approved by the LEMSA with its proposal or subsequently offered and approved. Appropriate referral to air medical services is exempted from such requirement. Use of mutual aid from any source during disaster responses is also exempted from this requirement.

Each quarter in which the Contractor fails to meet the 90.00 percent standard, within any compliance zone the Contractor shall pay to the County \$500 in liquidated damages for each one-tenth (1/10) of a percentage point by which the Contractor’s performance falls short of the 90 percent standard. Each period in which the Contractor fails to meet the applicable response-time requirements, the County will review the Contractor’s SSP, unit-hour of production capacities, and/or other factors to determine the causes of non-compliance.

All areas have a maximum specified response time (i.e., outlier). For every call where the ambulance fails to arrive within the maximum specified time, the liquidated damages will be \$750 per occurrence.

Exclusive Contract calls referred to another agency (i.e., not an approved Subcontractor) will be considered an outlier for calculating compliance. Repeated failure to meet the standards may result in breach of Contract.

Table 2 provides a breakdown for the compliance period per zone.

Zone	Description	Compliance Period
FR-U	First Responder ALS-Urban	Quarter
FR-S/R	First Responder ALS-Suburban/Rural	Quarter
TX-U	Transport ALS-Urban	Quarter
TX-S/R	Transport ALS-Suburban/Rural	Quarter

Table 2

B. Upgrades, Downgrades, Canceled, and Incorrect Addresses

From time to time, special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance will be as follows:

- 1) Upgrades
 If an assignment is upgraded prior to arrival of a unit at the scene (e.g., from Code-2 to Code-3 response), the Contractor's response time compliance and liquidated damages will be calculated based upon the Code-3 response time standard from the time the call was upgraded by any person authorized by LEMSA policy.
- 2) Downgrades
 If, prior to a unit's arrival at scene, a call is downgraded; 1) by the 9-1-1/PSAP or 2) by any other person authorized by policy, compliance and liquidated damages will be determined as follows:
 - (a) If the time of downgrade occurs after the unit has exceeded the response time standard or maximum response time for the zone involved, the response time standard or maximum will apply; or,
 - (b) If the time of downgrade occurs before the unit has exceeded the response time standard or maximum response time for the zone involved, the call will be treated as Code-2.
- 3) Canceled Responses
 If a call is canceled prior to the unit arrival at the scene, the Contractor's compliance and liquidated damages will be calculated based on the elapsed time from receipt of call to the time the call was canceled. However, if Contractor makes a request for mutual aid response as stipulated in this RFP, the Contractor may not cancel the mutual aid responder if the responding provider is closer to the call.
- 4) Incorrect Addresses
 When the address (or approximate location for calls on a roadway) provided is incorrect through no fault of the Contractor, the response start time for compliance measurement will be the time when the correct address is given to the responding resources.

C. First Response ALS Units

Contractor may utilize, at its discretion, FRALS units within this EMS system. A FRALS unit is typically a fire engine or quick response vehicle (QRV) staffed with a paramedic, ALS equipment, and used to enhance the system response and assist ambulances. When FRALS is available and participates in the EMS system, it shall meet the established response time standards. This does allow for longer transport response times as detailed above. Bidders are encouraged to contact the EMSIA for the latest agreement for fire cooperation. The compensation component is based on the current level of effort to achieve the value of ALS first response in lengthening transport response times within the applicable state and federal regulations to prevent anti-trust concerns. For 2017, the EMSIA agreement value was \$295,323.

D. Inter-Facility Transports

When there is an emergent need for an ALS ambulance to transfer a patient to a higher level of care, it will be treated as a Code-3 call and treated like any 9-1-1 request for service.

E. Exemption Requests

The County, in its sole discretion, may grant exemptions to response-time performance requirements stated herein for declared multi-casualty incidents or other disaster situations. Such calls will be excluded when calculating performance compliance. In order to be eligible for such exemption, the Contractor shall notify the County within a reasonable amount of time of the occurrence.

The Contractor may apply to the County for an exemption to response-time compliance calculations in the following situations:

1. Automatic Appeals
 - (a) Upgrades and downgrades that are compliant are eligible for exemption.
 - (b) Response canceled prior to the unit's arrival at scene (must provide evidence that call was canceled within required response time).
 - (c) Dispatch error (e.g., inaccurate address, CAD failure).
 - (d) Additional units responding to the same incident (first unit must meet response time standard).
 - (d) Multi-Casualty Incident (MCI) or locally declared disaster - The Contractor may apply for an exemption to response-time standards during MCIs or times of declared emergencies, locally or in a neighboring county, as defined by the emergency operations procedures of the jurisdictions involved (e.g., city or County).
2. Case-by-Case Appeals
 - (a) Traffic related to incident (e.g., car crash). At scene determined when unit reaches related traffic.
 - (b) Lack of documented on-scene time; Contractor may submit global positioning system (GPS) data to confirm on-scene time – otherwise next radio transmission is used.

- (c) Weather (e.g., heavy fog, heavy rain) that impair visibility, require slower speeds, or create other unsafe driving conditions.
- (d) Road closures/construction for areas with limited access.

F. Other Response Time Issues

Where response-time areas are divided along the center line of a road, the shorter response time shall apply to both sides of the road.

The Contractor will not be held responsible for response-time performance on an emergency response to a location outside the EOA. However, Contractor shall use its best efforts in responding to mutual aid calls. Responses to emergencies located outside the EOA will not be counted in the number of total calls used to determine monthly contract compliance.

For each response in which the Contractor’s management or field staff fails to report the at-scene time, the next radio or electronic transmission will determine on-scene time.

Table 3 summarizes categories and liquidated damages listed in this RFP.

Santa Cruz County Summary of Liquidated Damages	
Category	Liquidated Damage
1. Compliance evaluation below standard	\$500/tenth of percentage point
2. Extended response time (i.e., outlier)	\$750/call

Table 3

G. Online Compliance Utility

For the purposes of automated and objective performance tracking, the County requires the use of an online compliance utility (OCU), such as FirstWatch/FirstPASS. Proposals shall include OCU service that provide response time tracking, exemption automation, real-time performance dashboard, ePCR interface, and custom protocols as needed. The County estimates this expense at \$30,000 per year for the first five years; however, bidders may be able to negotiate further with OCU providers.

4.8 Performance Standards - Clinical

The County and our EMS stakeholders are strong proponents of the Institute for Health Improvement (IHI) focus on the “Triple Aim” – 1) improving the patient experience of care (including quality and satisfaction); 2) improving the health of populations; and 3) reducing the per capita cost of health care. As such, there is significant importance on providing a high level of patient care beyond arriving at the patient’s side in a timely manner. Clinical research indicates this may be more important than the speed of the response. Therefore, the LEMSA Medical Director has identified certain criteria that impact the patient’s probability of a positive outcome. The LEMSA Administrator has identified benchmarks that indicate a well-functioning, EMS transport provider. These criteria and benchmarks based on standards set by data-driven research and/or respected EMS organizations. Each criterion must meet three factors to be included; it shall be 1) measurable, 2) improvable, and 3) reflect value to the patient.

Attachment 5 contains the proposed Contractor report card criteria, current values, and expected target benchmarks. The LEMSA Medical Director and LEMSA Administrator may revise the

included criteria and related target benchmarks as clinical research and other factors determine the optimal care path and customer-service experience for EMS patients.

Comprehensive electronic patient care report (ePCR) review is expected to identify individual and overall opportunities for clinical treatment improvement. All high acuity calls (e.g., heart attack, ST-elevation myocardial infarction [STEMI], stroke, trauma) shall have 20-30 percent random chart review. Similarly, 20-30 percent of non-transport resulting against medical advice (AMA) or RAS, shall be reviewed. Five percent (5%) of remaining charts shall be randomly audited. The expected number of ePCRs to be reviewed shall be between 130-150 per month; this number may be adjusted if the review process can be more automated. Between ePCR review and related training/education opportunities identified, it is the County’s belief this requires one, full-time employee. This level of care review is expected to drive training and education and improve overall patient care. All of the clinical performance standards should be overseen by a medical director, preferably with experience working with EMS crews as a local ED physician.

4.9 Performance Standards – Customer Service & Safety

The County desires a patient satisfaction scoring mechanism that is independent, objective and measures the customer service provided by the EMS system. The Bidder shall offer a third-party survey tool (e.g., EMS Survey Team) approved by the Contract Compliance Committee to poll patients about their experience. The Bidder shall follow Health Insurance Portability and Accountability Act (HIPAA) guidelines to protect patient privacy. Each month, the survey tool provider will send direct mail surveys to 80 percent of transport ePCRs and 100 percent of AMA/RAS PCRs. The selected questions will be standardized to provide comparison with other providers and approved by the Contract Compliance Committee.

In addition to patient experience, the County wishes to ensure the employees have a good and safe working environment. This is measured by employee turnover and workplace injuries. Employee turnover shall be defined as the number of full-time employees that resign, retire, transfer, are laid off, or change to part-time status divided by the average number of full-time employees over the same period of time. Involuntary separations, part-time employees, or job changes (e.g., EMT to paramedic, paramedic to supervisor) shall not be included in employee turnover. Bidders are encouraged to share strategies for positive working environment and reduction of workplace injuries. The survey topic and employee safety standards are both included in Attachment 5.

4.10 Performance Standards – Liquidated Damage Relief

If the Contractor provides high levels of clinical, customer service, and safety excellence, a credit is available towards response time liquidated damages described within this section. There will be two opportunities for relief – first ALS response times and ALS transport response times. The proposed report cards are available in Attachment 5. These may be adjusted based on clinical research, contemporary EMS benchmarking standards, and other factors; however, all criteria must be 1) measurable, 2) improvable (by the Contractor), and 3) reflect value to the patient. The liquidated damage relief is based on a sliding scale to reward positive movement. Table 4 summarizes the credit available.

Response Time Liquidated Damage Relief	
Report Card Score	Relief
95-100	100%
90-94.99	75%
85-89.99	50%
80-84.99	25%

Table 4

4.11 System Status Plan

It is the County's position that any ambulance crew working a scheduled 24-hour shift should not exceed 0.40 response unit hour of utilization (UHU) in order to maintain high-quality patient care and safety. Ideally, the County would like to quantify the true workload of 24-hour crews including post moves and other tasks; however, the current dispatch CAD cannot track events other than responses and transports. If, during the term of this Contract, it becomes feasible to track the true workload of ambulance crews, Contractor agrees to work with County to determine the maximum workload UHU for 24-hour shifts.

A SSP, posting plan, weekly unit schedule, and the proposed maximum response UHU by unit (may not exceed 0.40) shall be developed by Contractor, submitted to the County for approval at least 21 days prior to implementation for LEMSA approval (within no more than seven (7) days), and adhered to by the Contractor. Changes to the SSP, Posting Plan, weekly unit schedule, and UHU shall be forwarded to the County for review and approval. The actual UHU by unit shall be submitted to the County at least every three months. All resources to be used in this Contract for emergency ambulance service shall be included in this SSP. The SSP must have clearly identified backup ambulance plans including move-up-and-cover arrangements in sufficient detail to convince the County that backup ambulance coverage in a timely manner will be consistently available.

4.12 Mutual Aid/Standbys

The Contractor agrees to respond to all requests for mutual aid services. Should the delivery of mutual aid services to a neighboring jurisdiction become excessive (e.g., in excess of two percent of the calls for that zone absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the Contractor's resources for emergency calls, the Contractor shall inform the County. The County will then assess the situation and take appropriate steps as necessary to rectify the inequity.

Contractor agrees to provide standby services for working fires, hazardous materials incidents, law enforcement incidents, and other allied agency events with a high potential for injury. Contractor shall also participate in prevention events, emergency preparedness planning and development, disaster exercises, and other training to educate the public and prepare for multi-casualty incidents. There will be no charge for these services for the first twenty-four (24) hours; however, the Contractor may charge for standby services at private events. The standby services shall be based on a Contractor's written policy that is subject to the County's approval and included in the response to this RFP.

4.13 Radio Equipment

Each Bidder will be responsible to install and maintain all radio equipment on the appropriate frequencies necessary to complete the Contract scope of work (e.g., field communications to/from the 9-1-1/PSAP dispatch, first responder agencies, and contiguous mutual aid agencies). The current system uses 10 UHF channels for hospital and 36 VHF channels for dispatch/fire communications as the primary frequencies. The County holds and maintains the license for these frequencies.

4.14 Vehicle and Equipment Requirements

All ambulances utilized by the Contractor shall be the Type II, “Sprinter” style and meet the current safety standards of the Commission on the Accreditation of Ambulance Services (CAAS), National Fire Protection Association (NFPA), Federal “KKK-A-1822,” or similar standards organization. At a minimum, all vehicles shall meet the standards of Title XIII, California Code of Regulations as well as any LEMSA policies in effect at the time of original manufacture.

Equipment shall meet the minimum standards set forth by LEMSA policy, part of the standardized equipment list developed by EMS stakeholders, and be generally consistent with equipment utilized by field crews today (e.g., powered gurneys).

Bidders shall state and justify the minimum number of ambulance (both primary and reserve) vehicles believed to be necessary to fulfill this contract. The fleet minimum shall be 140 percent of the peak staffing level. Further, no less than 50 percent of the reserve fleet may be unavailable in the county at any point during the Contract term. No primary (i.e., regularly scheduled) emergency vehicles utilized under the Contract for the purpose of patient response and transportation shall be operated once its mileage exceeds 200,000. Reserve units may be used up to 250,000 miles. Proposed subcontractors may use different style ambulances; however, they must comply with safety standards stated above.

All vehicles used in the County EOA shall display a logo, text, and color in a manner and format defined by the LEMSA. Proposed subcontractors may use a different logo, text, and color; however, it shall be approved by the LEMSA. Each vehicle shall have markings approved or designed by the LEMSA to include 9-1-1 emergency number advertising.

Contractor shall maintain preventative fleet maintenance records and adhere to an approved preventative fleet maintenance program for each vehicle. The maintenance program shall be submitted with the RFP response. Each vehicle shall meet ambulance equipment standards of the State of California and LEMSA. For a list of required equipment and supplies, please see LEMSA equipment policy.

4.15 Data Collection and Evaluation Requirements

The Contractor shall complete all forms and data reports required by the County, including field-assessment forms and standardized data requests and shall cooperate and participate in field research as requested including special medical and trauma studies. This includes using ImageTrend as the standard for data collection. County will provide software licenses at no cost; Contractor is responsible for compatible hardware to support software. The ePCR with at least the critical elements (see LEMSA policy) completed shall be printed or delivered electronically to the emergency department (ED) at the time of patient delivery at least 90 percent of the time. For high-acuity calls defined by LEMSA policy (e.g., cardiac arrest, heart attack, stroke, trauma) critical elements shall be completed 100 percent of the time prior to leaving the ED. ePCRs shall be 100 percent completed and the data available for review by the receiving hospital and LEMSA within 24 hours. All ePCR submission standards may be audited over any three-month time period.

The County has established a health information exchange (HIE) project; however, it does not currently involve pre-hospital care. It is anticipated during the term of this Contract that the HIE project will incorporate pre-hospital data from ImageTrend, dispatch, and other sources. The Contractor will be required to participate as necessary to benefit pre-hospital care (e.g., access prior hospital discharge and disposition information) and the HIE project overall.

The Contractor will provide regular operational dashboard reports. These reports, in a format and time period approved by the County, will include incidents of unit breakdowns, unit hour utilization per unit (quarterly), ePCR compliance (quarterly), use of fire-based ambulances (e.g., hours, calls, transports), listing of community service (annual), listing of people hired or left (annual), change of status from full to part time or vice versa (annual), change from EMT to paramedic or vice versa (annual), volume of out of county mutual aid calls per month (quarterly), volume of mutual aid requested calls per month (quarterly), vehicle mileages (annual), unusual occurrences (monthly), training classes provided (quarterly) and other key performance indicators used to determine contract compliance. Additionally, the Contractor may be required to produce additional reports to the Contract Administrator. These reports may vary depending on specific issues that need to be addressed.

4.16 Financial Requirements

The County expects bidders to establish, in their responses to the RFP, that bidders have a firm commitment to maintain:

- sufficient financial capacity to commence all services listed in the RFP on or before the implementation date; and
- sufficient financial resources to maintain all services for at least the primary Contract period of five (5) years.

It is incumbent upon the Bidder to include sufficient information within the proposal package to allow independent reviewers and County staff to determine that the Bidder:

- A. Understands and documents all costs associated with the Contract;**
- B. Has documented all revenue sources; and**
- C. Has fully described and documented all sponsoring agency's commitments to maintain financial support (if any) for the term of the contract.**

All Contractor costs shall be clearly defined and justified. Failure to justify these costs, in detail, and to meet the levels of independent verification of financial information requested, will reduce the credibility of the Bidder's proposal and may result in disqualification or non-selection.

In addition to the financial documentation discussed, the County is requiring the submission of financial surety instruments (e.g., bonds, letters of credit) to act as non-liquidated damages for non-performance and assist the County with the costs of the selection of a temporary or new permanent contractor. Any legal limitation or inability to fully meet this standard must be explored by potential bidders and disclosed in the bidder's proposal.

4.17 Fees for Service

The revenue premise for this RFP is a traditional fee-for-service system for ambulance calls. There is no general County subsidy offered as part of this procurement. It is also recognized that it may be in the best interest of the community to encourage other types of "at-risk" payment systems with local managed care programs and systems. Any existing contractual agreements or immediately anticipated arrangements, including membership programs, must be stipulated in the response to this RFP by the bidder. As future opportunities develop, Contractor must assure that all such arrangements will be forwarded to the County to be evaluated as they are proposed by the Contractor before they are implemented so as to assure that the other ambulance call

sources, which are not part of the Contract arrangement, are not subsidizing the benefiting managed care payer. These arrangements may be adjusted on a regular basis if the local population moves into managed care plans.

Upon award of a contract, the Contractor shall charge only the charges authorized under Contract with the County. Adjustment to the charges may be authorized annually based on changes in the Consumer Price Index and other factors as stipulated in this RFP. No rate adjustment will be considered for the first 12 months, except if additional services are required by the County. All other changes to the rate structure must be approved by the County as stipulated in this RFP based on substantial documentation of need. All documentation shall be provided based on a format required by the County.

Bidders may be allowed alternatives to traditional fee-for-service arrangements on a case by case basis as long as the Contractor is not shifting additional costs to other EOA patients or their payers. Any form of capitation agreement with managed care organizations must demonstrate to the County's satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third-party payers in the area.

The current provider serving the EOA shared payer mix information, which is available in Attachment 2. Similar to the call volume data, the County has not independently validated the information and does not warrant any specific payer mix.

A. Public Funding Opportunities

There are new funding opportunities available to public agencies operating ambulance services – ground emergency medical transportation (GEMT) and inter-governmental transfer (IGT) funds related to Medi-Cal transports. The successful Bidder will be willing to partner and contract with the County as necessary to take advantage of these funding opportunities in order to benefit EMS system revenue. Any innovative approaches that bidders have utilized in other markets to reach these funding streams should be described as well as any recommended approaches for Santa Cruz County to benefit.

4.18 First Responder/PSAP Training and Coordination

First responder agencies are an integral part of a quality EMS system and the Contractor will be expected to document its experience and future efforts to coordinate with first responder agencies. The Contractor must demonstrate its ability to integrate its service including educational support with existing first responder, PSAP, and allied agencies. Regular training programs provided by the Contractor and scheduled coordination meetings with these agencies are expected. The County is interested in experience bidders have with joint training and colocation of training/education with first responder agencies and what may be proposed for this RFP. Contractor shall participate in critical incident stress management (CISM) programs along with first responders and other agencies to support the mental health of EMS staff.

Contractor must also agree to participate in training on Incident Command System (ICS) procedures related to multi-casualty incidents including, at a minimum, IS-100.b (i.e., independent study program covering introduction to ICS). Field supervisors and managers will be expected to complete additional ICS training commensurate with their positions and possible role during a major incident. As an example, field supervisors must be capable of roles such as medical group supervisor, triage/treatment unit leader, patient transportation unit leader, etc. Managers should be prepared to function in a leadership and unified command role for larger incidents. All training shall be consistent with the LEMSA medical control policies, National Incident Management System (NIMS), and Standardized Emergency Management System (SEMS)

requirements. Specific commitments with regard to this coordination and training must be provided in the response to the RFP.

The Contractor shall re-supply first responders with disposable supplies on a one-for-one basis for supplies used by the first response agency in the response. To simplify restocking, the Bidder shall participate in the standardized supply and equipment list for all County providers. Bidder shall pickup equipment at hospitals from any County EMS provider, including out-of-county hospitals. Said equipment shall be available for pickup at the Bidder's main office or potentially rotated back into service on Bidder's vehicles if Bidder resupplies backboards to other County EMS providers.

4.19 Implementation Schedule and Requirements

The Contractor must be able to meet all minimum requirements of this RFP and do so within established deadlines.

4.20 Safety and Risk Program

Bidders shall provide a safety and risk management program which shall include, at a minimum:

- A. A safety manual that ensures compliance with California Division of Occupational Safety and Health Agency (CAL/OSHA) requirements.
- B. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk, protect them from danger, and preserve them from loss.
- C. A training program for all managers and supervisors to ensure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.
- D. A person must be responsible for the safety and risk program and he/she must have received formal training on risk and loss issues.
- E. The safety and risk program starts in the employment application phase and must include the following:
 - (1) an employment physical exam; and
 - (2) physical capacity evaluation that is fair, nondiscriminatory, and commensurate with job requirements.
- F. An emergency vehicle operator-safety program that meets or exceeds any state or local requirements.
- G. A continuing education program for all employees on safety and health issues that is scheduled no less than bi-annually.
- H. Ongoing monitoring of driver license status on all personnel.

4.21 Legal Entity

The Bidder must be a single legal entity properly licensed to do business in the State of California. This shall include all business or professional licenses or certificates required by the nature of the Contract work to be performed and held by the Bidder.

4.22 License to Operate

By order of the County EMS ordinance, the County may recoup the reasonable costs of the RFP process in addition to the coordination and oversight of the Contract.

The successful Bidder shall pay a one-time fee equal to the remaining costs of this RFP process as specified by the County-approved fee. This amount is subject to change, depending on the number of proposal submission fees received.

Section 5: Information for Bidder

5.1 Request for Proposal Deadline

Seven (7) proposals plus a Portable Document Format (PDF) electronic file version shall be clearly marked with the Proposal Number and the Proposal Closing Date/Time on the outside of the shipping box and forwarded to:

Kevin Bratcher
County of Santa Cruz
General Services Department – Purchasing Division
701 Ocean Street, Room 330, Third Floor
Santa Cruz, CA 95060

All required documentation (e.g., financial) should also be submitted as an attached PDF file.

Any Bidder, who wishes its proposal to be considered, is responsible for making certain that the proposal is received in the Santa Cruz County General Services Department by the closing date.

Upon receipt, each proposal should be noted with a separately identifiable proposal number, the date and time of receipt. Proposals received prior to the time set for opening shall not be opened and will be secured in a locked receptacle.

5.2 Bidders' Conference (Mandatory)

A pre-proposal conference will be held to discuss all relevant issues associated with the RFP. **Attendance is required.** Each firm will be limited to not more than four (4) representatives in attendance.

Questions about the RFP are encouraged to be submitted in writing prior to the pre-proposal conference. Please submit questions to the General Services Department as referenced above, via email, Kevin.Bratcher@santacruzcounty.us, or fax (831) 454-2710, no later than three (3) working days before the conference to allow time for the County to develop a written response. Questions after the pre-proposal conference must be submitted in writing and be received by the County by October 13, 2017. All questions will be answered in writing and forwarded to all attendees.

The pre-proposal conference may be taped and answers will be provided in writing following the conference. Please contact the Santa Cruz County General Services Department at (831) 454-2721 for confirmation of your attendance. Oral answers at the conference will not be binding on the County.

The County will also invite public safety agencies, including fire departments, to the conference where questions may be asked of those in attendance.

The location, date and time will be as follows:

Location: Board of Supervisors' Chambers
Government Center Building
701 Ocean Street, Room 525
Santa Cruz, CA 95060
Date: October 10, 2017
Time: 10:00 a.m.

5.3 Interpretation of Request for Proposal

The Bidder must carefully examine the specifications, terms, and conditions expressed in the RFP and become fully informed as to the requirements set forth therein.

If bidders planning to submit a proposal find discrepancies or omissions in the proposal, or have any doubt as to the true meaning, they may request in writing, an interpretation or correction thereof with the deadline set in Section 3.4 for questions. No further requests for clarification or objections to the RFP will be accepted or considered after this date. The Bidder may fax requests to (831) 454-2710, or e-mail/mail to:

General Services Department - Purchasing Division
Attn: Kevin Bratcher
701 Ocean Street, Room 330
Santa Cruz, CA 95060
Email: Kevin.Bratcher@santacruzcounty.us

Any change in the RFP will be made only by written addendum, duly issued by the General Services Department to each firm in receipt of the RFP. The County will not be responsible for any other explanations or interpretations.

All inquiries shall be directed only to the designated County staff person shown above. Contact with any other County personnel by the Bidder, relating to this RFP, is prohibited. Failure to comply with this request may be considered cause for rejection of a proposal.

5.4 Discussion with Responsible Bidders and Revisions to Proposal

Discussions may be conducted with bidders, who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award for the purpose of curing any deficiency resulting from a minor informality or irregularity in a proposal or waive such deficiency, whichever is to the advantage of the awarding agency. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing bidders to anyone outside the Evaluation Committee and County staff. The purpose of such discussions shall be to examine bidders:

- A. Qualifications**
- B. Proposed method of performance**
- C. Proposed personnel and facilities**
- D. Compensation**

All bidders submitting proposals for consideration agree that their organizations will be willing to enter into a negotiated, final Contract if awarded this RFP. Such negotiated changes will be non-substantive changes and will not change the scope of work.

5.5 False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

5.6 Investigation

The County reserves the right to continue its investigation of proposal after the Contract is awarded and throughout the term of the Contract. The furnishing of false or misleading information during the proposal process may constitute a breach of Contract.

5.7 Rules for Withdrawal or Revision of Proposals

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals, provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the County of Santa Cruz, General Services Department, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Bidder to submit a new proposal, provided the Bidder can submit the new proposal by the deadline stated herein.

5.8 Subcontracting

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Subcontracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal, state, and local access to the books, documents, records, and inspection of work. Any agreements with subcontractors shall be approved by the LEMSA.

5.9 Confidentiality

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence until the Contract is awarded and signed. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Bidder's proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision agreement or an evaluation of the proposal or as its release may otherwise be required by law. A disclosure of such working papers or discussions by the Bidder may be a basis for rejecting the Bidder's proposal and ruling the Bidder ineligible for further participation.

The Bidder should clearly indicate which, if any, of the information within its proposal is proprietary or confidential. Designating the entire proposal as proprietary or confidential is not acceptable and will not be honored. Submission of a proposal by a Bidder shall constitute an agreement to the provision for public announcement. The County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to the information claimed proprietary or confidential.

5.10 Proposal Terms and Conditions

The proposal itself is only a reference point to the County's standard general terms and conditions and is not the legal document itself unless and until incorporated into a duly approved and executed contract. Bidder agrees to incorporate by reference the County's solicited RFP, the Bidder's responding proposal and any other documentation deemed necessary by the County into any contract that may be derived from this RFP. Nothing in this RFP shall be construed to prohibit either party from proposing additional terms and conditions that are administrative in nature during negotiation of the resulting contract for the Bidder selected with the highest overall score.

Any contract that may be developed as a result of this proposal will not become legally binding until it has been approved by the County Board of Supervisors.

5.11 General Terms and Conditions – Contract Agreement

The successful Bidder will be required to enter into a negotiated and final contract with the County, specifically identifying the scope of work as well as the County's general terms and conditions (sample contract provided herein for bidders' review). All bidders shall familiarize themselves completely with the contents and requirements of the Contract.

5.12 Proposal Submission Fee

By order of the County EMS ordinance, all bidders shall submit with their proposals a submission fee as specified by the County-approved fee, payable to the County of Santa Cruz through a certified check, to partially offset the reasonable costs to the County for the development of this RFP and the review and analysis of proposal submissions. Failure to submit this fee with the proposal submission shall be cause for rejection of proposal. The submission fee is non-refundable.

Section 6: General Provisions and Assurances

6.1 General Information

- A. The County reserves the right to reject any or all proposals, to waive any informalities in the proposal and minor irregularities, technical defects or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not confined to price alone.
- B. Each proposal must include the firm's name, address, dated and signed by a corporate officer, partner of the company, or agent authorized by the organization.
- C. Each proposal must be submitted on such forms provided herein and must be placed in a sealed carton with the proposal number and closing date visibly displayed on the outside. Proposals received after this deadline will be rejected regardless of postmark date.
- D. All proposals shall remain firm for at least 120 days after proposal closing date. The County reserves the right to withhold an award of the proposal for a period of 90 days from date of closing.
- E. All proposals and accompanying documentation submitted by the bidders become the property of the County and will not be returned. Evaluation shall be based on the material contained in the proposal. Bidders are instructed to disregard any prospective oral representations they may have received prior to the solicitation of the proposal.
- F. The cost for developing and preparing the proposal is solely the responsibility of the Bidder whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.
- G. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

6.2 Announcement of Proposals

All proposals received by the published closing date and time for submission will be publicly announced at the General Services Department, 701 Ocean Street, Room 330, Santa Cruz. The name of each Bidder will be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing bidders during the evaluation process. Representatives from organizations submitting proposals may be present, but attendance at the announcement of the proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

6.3 Public Disclosure

All public records of the County are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the awarded Bidder and the County have signed the Contract. The working documents, evaluation tools and notes of the Proposal Evaluation Committee are not subject to the Public Records Act and therefore will not be disclosed.

In the event that an unsuccessful Bidder files an official request to view the awarded Bidder's proposal, the County must comply with the appropriate public disclosure procedures. However, information specifically designated in the proposal as confidential or proprietary will not be made available unless required by law.

6.4 Qualifications of Bidder

The County may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any proposal should the evidence submitted by, or investigation of, the Bidder reveals that such Bidder is not properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein. Examples include, but not limited to: falsification/exaggeration of qualifications, lack of financial solvency, inability to fund startup costs, lack of insurance coverage, etc.

6.5 Disqualification of Bidder

A Bidder may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among bidders, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- The Bidder or anyone acting on behalf of the Bidder has inappropriately influenced, attempted to influence, or done anything that might reasonably create the appearance of impropriety in, the County's selection process at any stage.
- The Bidder's lack of responsibility, performance, and cooperation as discovered through reference checks and investigations.
- The Bidder being in arrears on existing contracts with the County or having defaulted on previous contracts.
- The Bidder's delivery of its proposal after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

6.6 Integrity of Expenditure

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct, if awarded any Contract that may result from this proposal.

6.7 Gratuities

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly, or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or contract for future reward or compensation, neither during the proposal process nor during the performance of any contract period resulting from this proposal.

6.8 Conflict of Interest

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. The Bidder further covenants that if awarded a Contract resulting from this proposal, no person having any such interest is presently employed or shall be employed in the future.

6.9 Laws and Health Insurance Portability and Accountability Act

Contractor shall comply with all applicable federal, state and local laws, rules, and regulations ("Laws") that are in effect at the inception of any Contract generated as a result of this proposal and that become effective during the term of such Contract, including without limitations HIPAA (42 United States Code [USC] sections 1320d et. Seq.) The parties shall execute any amendments necessary to implement such laws.

6.10 OSHA Requirements

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of Occupational Safety and Health Agency (OSHA) 1970 and CAL/OSHA 1973 as last revised. Bidder warrants that the described material, equipment, or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

6.11 Environmental Protection

The Bidder awarded the Contract resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agencies.

6.12 Drug Free Work Place

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

6.13 Legal Considerations

Any Bidder, by submission of a response to this proposal, shall be deemed to have agreed to be bound by applicable sections of Title 41, USC, and the laws of the State of California and the ordinances of Santa Cruz County. Any legal proceedings against the County or any state or federal agency regarding this proposal or any resultant contract shall be brought in the California courts.

Section 7: Special Provisions

7.1 Insurance and Taxes

The successful Bidder shall obtain and maintain in full force and effect throughout the term of the Contract, such insurances as set forth herein. The successful Bidder shall assume full financial responsibility for its personnel, including all deductions of Social Security and withholding taxes and required contributions to state and federal unemployment compensation funds. The successful Bidder shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein. The insurance carrier shall be required to give County notice of termination at least 10 days prior to the intended termination of any specified policy. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$10,000 without the express written permission of the County. If Contractor has a self-insurance retention (SIR), Contractor shall be required to provide the entire policy of insurance with which it has a SIR.

The successful Bidder shall provide Certificates of Insurance and endorsements for the following types of insurance, and policies and declarations as requested by the County, evidencing such coverage to LEMSA, before the commencement of any work under this Contract. Additional information can be found in Attachment 8.

- A. Comprehensive or Commercial General Liability for limits not less than one million dollars (\$1,000,000) combined single limit for each occurrence and ten million dollars (\$10,000,000) umbrella policy, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability. The policy shall be endorsed with the following specific language or contain equivalent language within the policy:

"Santa Cruz County their officers, agents, employees, independent contractors, and volunteers are named as additional insured using form CG 2026 or equivalent broad form, for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract."

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the entity's liability."

"The insurance provided herein is primary coverage to Santa Cruz County with respect to any insurance or self-insurance programs maintained by the County."

- B. Automobile Liability covering each of Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by Contractor's employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage with a \$10,000,000 umbrella policy.

The County and its officers, employees, independent contractors, and agents shall be endorsed to above policy(ies) as Additional Insured using form CG 2026 or equivalent broad form, for such liability as may be incurred in the performance of any Contract resulting from this proposal.

- C. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of one million dollars (\$1,000,000) per occurrence. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
- D. Medical Malpractice-Professional Liability for all applicable activities of the Contractor arising out of or in connection with this Contract for limits not less than one million dollars (\$1,000,000) per occurrence and ten million dollars (\$10,000,000) umbrella policy, covering Contractor's wrongful acts, errors, and omissions. The limits of this policy apply separately to this Contract. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract and shall maintain tail insurance in effect for not less than two (2) years following completion of performance of this Contract.
- E. The County requires insurance carriers to maintain during the Contract term, a Best Key Rating of A: VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- F. Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful Bidder to furnish insurance during the term of any Contract resulting from this proposal. The insurance requirements and limits of the insurance provisions of this Contract shall not be construed to limit any liability of the Contractor.
- G. Failure to Maintain Coverage: If the Contractor fails to maintain any of the insurance coverage required herein, County may 1) order the Contractor to stop the work, 2) declare the Contractor in breach, 3) suspend or terminate the Contract, 4) assess liquidated damages as defined herein, or 5) may purchase replacement insurance or pay premiums due on existing policies. County may collect any replacement insurance costs or premium payments made from the Contract or deduct the amount paid from any sums due the County under this Contract.

7.2 Performance Security Provisions

- A. Contractor shall furnish, within 14 days of Contract execution, performance security in an amount of five hundred thousand dollars (\$500,000) in any of the following forms. The performance bond shall be considered liquidated damages in the event of contract default. Performance security options are:
 - 1) Performance Bond
A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon determination by the County that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County.

- 2) Irrevocable Letter of Credit
An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County.
 - 3) Cash Deposit
Cash which must be deposited with an escrow holder acceptable to the County and subject to an escrow agreement approved by the County. Any interest earned on the cash deposited as the performance security shall accrue to the benefit of the Contractor.
 - 4) Combination of the Above
A combination of the above must be acceptable to the County.
- B. Whatever form of performance security is selected by the bidder, the proposal shall indicate the form selected, and shall include full and detailed documentation of Bidder's ability to provide such security.

Any performance bond furnished by Contractor in fulfillment of the requirements of this Contract for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon 30 days advance written notice to the County. Not later than 20 days following the commencement of the 30-day notice period, Contractor shall provide to the County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided for. Failure to meet the bonding requirements after cancellation of a bond shall constitute a material breach of Contract.

Failure of the successful Bidder to meet these performance security requirements after the successful Bidder has been selected, and prior to contract start date, shall result in forfeiture of the award.

Section 8: Submitting Proposal and Content Requirements

8.1 General Information

This section describes the required proposal format and content. The proposal should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the proposal should be contained in a section entitled "Optional Exhibits and Attachments."

Each Bidder shall submit a complete proposal, along with requested copies, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of the proposal.

Proposals must be complete in all aspects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A proposal may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.

Proposals must be clearly marked as stated herein and must be received by the date and time specified. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not so rejected, the original proposal will provide the basis for resolving such discrepancies.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document.

Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete, and consistent with the proposal content requirements.

A. Submission of Proposal

Proposal documents shall be delivered in a sealed box, clearly marked RFP #17P1-001 and addressed to:

General Services Department - Purchasing Division
Attn: Kevin Bratcher
701 Ocean Street, Room 330
Santa Cruz, CA 95060

B. Deadline to Submit Proposals

The deadline to submit proposals is December 19, 2017 at 2:00pm. **Proposals not received by the closing date and time and at the location specified will be rejected.**

8.2 Number of Copies to be Submitted

Please submit **one (1) original proposal** to be signed in blue ink where required (original proposal must be marked as such) and **six (6) copies** of the proposal so there will be a sufficient number to distribute to the Proposal Evaluation Committee members and General Services Department. In addition to the hard copies required above, each Bidder shall also provide an electronic copy of the proposal, in its entirety, in Adobe Acrobat format (i.e., PDF). The proposal and attachments shall be two (2) separate PDF files. Cost budget PDF file and

financial statement PDF file shall be provided separately. CD, DVD, USB drive or other readily-accessible media are acceptable options.

8.3 Proposal Format

The proposal must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Proposals that do not conform to this format may not be considered for evaluation. Proposals must be typewritten and submitted on standard 8½" by 11" paper. Double-sided pages are encouraged. Each page must be clearly and consecutively numbered. All proposals must be submitted in the name of the legal entity or authorized agency. Proposals must include the signature page, signed by a corporate officer, partner of the company, or agent authorized by the organization, and the signature forms committing the organization to the specifications of the proposal must appear immediately following the cover letter.

Upon approval by the County Board of Supervisors, a Contract will be developed for the proposal and will become legally binding upon the signature by the Chairperson of the County Board of Supervisors and the authorized official of the selected Bidder's organization.

A. Exceptions

This portion of the proposal will note any exceptions to the requirements and conditions of the RFP and the sample Contract provided taken by the Bidder. The Bidder must give an explanation as to why it is taking exception to one or more of the requirements. If exceptions are not noted, the County will assume that the Bidder's proposal meets those requirements as specified herein.

As a minimum, exceptions shall be noted as follows:

1. Exceptions to Scope of Work
2. Exceptions to General Provisions, Special Provisions, and General Assurances
3. Exceptions to Proposal Contents Requirements
4. Exceptions to the Proposed Contract Provided

8.4 Proposal Content

To ensure that comparison of proposals is as fair and complete as possible, all proposals shall employ the format described in this section, be tabbed, and included in three-ring binders. Proposals are limited to 200 pages and 200 pages for appendices (i.e., 200 single-sided or 100 double-sided pages each). All appendices shall be included in a separate three-ring binder.

A. Required Table of Contents

Each proposal shall be structured to incorporate a table of contents which shall clearly indicate where each required section is located. Any information which does not fit logically into one of these labeled sections shall be appended to the proposal. Items such as charts, policies, and plans are encouraged to be placed in an appendix. All proposals shall include page numbers and have major sections tabbed.

B. Detailed Description of Proposal Sections

Each of the sections in the table of contents is described below. It is the intent of this procurement to preserve or improve upon the current pre-hospital system in every category of service, and to meet or, where possible, improve the quality of service. Thus, Bidder shall describe Bidder's capabilities and agree to meet or exceed minimum service requirements. Failure to accept County's minimum-service requirements in any service category may be grounds for automatic disqualification. While additional commitments are not encouraged, all additional commitments, if offered, shall be separately stated within each section, and the costs associated therein shall be separately identified.

(a) Cover Letter

Each proposal shall have a cover letter, signed by the authorized representative of the proposing firm or entity, who is legally authorized to contractually bind the entity or firm. This letter shall specifically affirm the Bidder's full understanding and acceptance of all terms set forth in the RFP including the financial projections in the Bidder's proposal. This letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must further state that the firm or entity has not violated any conflict of interest statutes or ordinances. The letter must state that the proposal is a firm and binding offer to perform the services stated under the conditions specified in the proposal. Include the number of years that the Bidder has been in business under the present business name as well as any related business names. Describe any financial interests in any other related businesses. Failure to provide this letter will cause the proposal to be considered non-responsive.

- 1) Bidder shall ensure the placement of all signature forms required by the RFP in a section titled "Signature Forms" to immediately follow the cover letter.

(b) Executive Summary

Each proposal shall have an executive summary that describes, in summary form, the essential elements in the proposal. The executive summary shall not exceed 10 pages in length.

Bidder's Credentials, Experience Local Management Team

The purpose of the Credentials, Experience and Local Management Team Section is for the Contractor to submit information on the Contractor's organization, management, and operational experience.

The following questions and/or requirements must be answered in the order and format given.

- 1) Name and address of organization.
- 2) Name of organization's liaison for the procurement. All questions and correspondence will be directed to this person.
- 3) Type of organization or legal entity (e.g., sole proprietor, partnership, corporation) and the state under whose laws the entity is formed.

- 4) List the names and addresses and share of ownership of all owners, shareholders, directors, officers, and corporate linkages of the organization or entity. Include all DBAs. An organizational chart listing all entities and owners must be provided. If the Bidder is a corporation with 30 or more shareholders, provide title, names, and addresses of directors and officers only, and indicate share of ownership held by these individuals.
- 5) Provide names and affiliations of all other corporations or entities potentially providing services to this Contract.
- 6) List all past corporations or businesses related to emergency and non-emergency transportation that any officer has had an interest in for the past five (5) years.
- 7) Brief narrative description of organization's holdings together with organizational chart depicting entity's infrastructure including multi-site operations. List all financial interests of the organization or parent organization in other related businesses above \$75,000.
- 8) Provide a narrative description of ambulance services and related services currently provided by the organization.
- 9) Describe the organization's experience in providing ALS-level emergency ambulance service under a performance-based contract serving an area with service conditions similar to those of Santa Cruz County (e.g., geo-demographics, payer mix).
- 10) Describe the local management team, roles and responsibilities and their backgrounds; include biographicals and attach resumes.
- 11) The Bidder and each of its partners or shareholders must provide letters from any EMS regulatory agencies (maximum of five where it operates at the credentialing level) stating that it has been in substantial compliance with their standards, including response-time requirements, if measured by the agency, for the last two years.
- 12) List at least two hospitals and three public safety agencies (e.g., fire departments, law enforcement agencies) with which the organization, or its proposed management team, has worked during the past year and which shall serve as references. These references do not need to be from local hospitals or public safety agencies.
- 13) Describe contracts with similar counties to Santa Cruz entered into during the past five years regarding ALS pre-hospital delivery of services showing year, type of services (e.g., 9-1-1, interfacility, combined), location, name and address of contracting agency.
- 14) Provide details, if any, of any failure, default, problems, or refusal to complete a contract by the organization.
- 15) Explain any litigation (pending or closed) involving the organization or any principal officers thereof, in connection with any performance or service during the last 10 years. Explain any medical malpractice suits with a dollar loss (list the actual circumstances, conclusions and dollar loss) for the last 10 years.

- 16) List accident rate per 100,000 miles driven for the past three years for the organization and its affiliates. Accidents are those reportable as defined by state law or insurance company policy.

Note: All auto collision rates and lawsuits must indicate organization-wide experience as well as experience for the California area, if applicable.

- 17) List any commitments and potential commitments which would impact assets, lines of credit, guarantor letters, or otherwise affect the organization's ability to perform the contract if awarded.
- 18) References: Contractor shall append no more than five letters of reference specifically related to the organization's current and existing:
- a) Agreements and contracts
 - b) Clinical performance as an ALS contractor
 - c) Quality assurance/improvement program effectiveness
 - d) Response-time performance
 - f) Vehicle maintenance and replacement program
 - g) Relationships with first responder agencies
 - h) Organization's local and/or national reputation as a contractor of ALS service
 - i) Relationship with labor organizations

Note: Letters of reference must include the following:

- a) Be signed and dated by the author.
- b) Fully disclose any direct or indirect business or financial relationship between the author or organization and the Bidder.
- c) Describe the extent to which the author/organization is familiar with the Bidder and the Bidder's work/performance.

Note: Letters of reference will not be supplied by or considered from the County staff members.

- 19) List planned number of employees for this contract using the format below (use separate charts for current and planned):

Category	Full Time	Part Time	Total
Management			
Accounting/Billing			
Field Supervisors			
EMT-Paramedic			
EMT			
All Others			
Total			

Bidders shall define their use of "full time" and "part time." "Management" personnel shall include personnel who are scheduled for less than 25 percent of their time in the field.

- 20) Using the format below, document the number of ambulance responses/transportations conducted by the organization and/or the management team for this RFP in any contract or exclusive area with a similar performance expectation, population, geographical area or transport volume during the past 12 months. Identify each contract and exclusive area served on a separate chart (maximum of five separate jurisdictions).

Call Type	Responses	Transportations
9-1-1 Code 3		
9-1-1 Code 2		
9-1-1 Backup/Mutual Aid		

- 21) Supply Bidder's annual turnover rates by category of personnel, define "turnover," and how it is calculated.
- 22) Supply supporting documentation to demonstrate existing capabilities to furnish service which is similar to that required under this procurement.
- 23) List and state current status and/or outcomes of any current or pending criminal cases or investigations against any officer or manager of Bidder.
- 24) List and state the current status and/or outcomes of any criminal or civil cases or investigations for Medicare/Medicaid statute or contract violations involving the Bidder and its personnel for the past 10 years in all operations.
- 25) List and state the status and/or outcomes of any investigations for affirmative action violations involving the Bidder and its personnel.

(c) Criteria for Evaluation of Bidder’s Credentials, Experience and Local Management Team

The proposals will be evaluated based on the extent to which the proposing organization as a whole (or in the case of a new entity, the agency, or its constituent organizations) has the special experience described below. The proposals will also be evaluated based on the extent that the Bidder’s key organization and local management personnel (which may include general partners, directors, officers, and principal management personnel) possess this experience or have participated in the Bidder’s acquisition of this experience as management personnel. The criteria set forth below describe the desired minimum experience. Each proposal must describe how and to what extent the organization or its key management personnel meet or exceed these criteria.

- 1) On-Site Key Personnel, Organization and Management Description

Minimum: Bidder shall include job descriptions and resumes of the on-site and off-site management team that will oversee operations, quality, training, vehicle maintenance, and manager of administrative services (e.g., data processing, billing and collections) involved in the provision of services to this EOA. Bidders shall specify which key personnel listed above will be full-time on-site (i.e., in Santa Cruz County) vs. off-site, if applicable. *There must be sufficient continuous quality improvement staffing to track and train on the new benchmark standards set by this RFP process.* The qualifications of the key personnel are a significant consideration for review of this section.

2) Field Supervision

Detail how Bidder shall provide field supervision. Bidder shall propose names and qualifications of field supervisory staff anticipated as part of this proposal. At a minimum, the County expects one field supervisor to be on duty at all times. The job description shall require being in the field communicating, educating, observing, outreach to first responders and hospitals, and running calls with EMS crews at least 50 percent of the time. The field supervisor shall be immediately available to respond at all times to any request by the County or public safety personnel from within the EOA and shall be authorized to represent on behalf of the Contractor. The field supervisor shall not be assigned an ambulance shift or staff an ambulance except in very rare circumstances (e.g., for example, covering for an employee who goes home in the middle of a shift due to a family emergency or fatigue issue until relief staff is available would be acceptable).

3) Criteria for Evaluating Bidder's Credentials - Please respond to each section below and detail Bidder's experience, including key personnel, and/or compliance with each

- a) Demonstrated experience as an ALS ambulance service provider to populations over 150,000 residents or equivalent experience in a single contiguous area. The contiguous area may be made up of multiple political jurisdictions which may include multiple cities, counties, states, or other jurisdictions.
- b) Describe historical experience with response-time standards in an area with small to moderate-sized population centers separated by sparsely populated unincorporated areas. The population may be located in multiple political jurisdictions which may include cities, counties, states or other jurisdictions.
- c) Demonstrated experience providing 9-1-1 ambulance service or first response at the ALS level in a contiguous area totaling at least 900 ambulance hours per week.
- d) Demonstrated ability to provide a high level of clinical performance as measured by past performance at or above the level of staffing and experience as required in this RFP.
- e) Financial strength, stability, and reputation.
- f) Demonstrated expertise in system management, vehicle maintenance, and billing/accounts receivable management.
- g) Demonstrated ability to provide a high level of ambulance resource management performance.
- h) Demonstrated commitment to maintaining quality personnel.

(d) Compensation Package and Working Conditions

The County encourages bidders to demonstrate how their wages, benefits, shift schedules, and expected productivity will attract and retain experienced personnel, especially existing employed paramedics and EMTs, in the County. The Contractor shall devise a wage and benefit package to encourage personnel to remain within the EMS

system to reduce the turnover rate and to meet all applicable state and federal laws (e.g., Fair Labor Standards Act).

No scheduled shifts greater than 48 hours are permitted unless under a written policy approved by the County. When an employee is required to holdover, that time will not exceed 2.5 hours. The Contractor must have a policy and monitoring system in place to prohibit staff from working greater than 48 out of 60 hours. Bidder shall describe its approach to avoiding mandatory overtime including use of part-time employees, subcontracting, etc. Contractor is encouraged to subcontract with EMSIA and other County ALS providers for field staffing before requiring mandatory overtime. For accredited paramedics working for a full-time provider within the County, the LEMSA does not specify any minimum number of shifts working for a second provider.

It is the County's position that any ambulance crew working a scheduled shift greater than 12 hours should not exceed 0.40 response UHU in order to maintain high-quality patient care. Response UHU shall be defined as the number of assigned calls (regardless of disposition or duration) divided by hours for that unit.

Bidders must submit their turnover and vacancy rates for the past three years for all categories of personnel and the salary levels (current and proposed) for entry, middle, and top levels for all personnel. At least 51 percent of field staff must be full-time employees and not part-time or contracted.

Note: Wages and benefits are significant areas of review for this RFP. At a minimum, the Bidder shall provide a specific personnel plan which compensates personnel commensurate with area expectations and which produces low attrition. Wages should be structured so as to recognize multi-cultural capability commensurate with the needs of the County. The Contractor shall supply multi-cultural sensitivity training to its employees.

(e) Incumbent Work Force

Bidders should note that the handling of the incumbent work force is a significant factor in the rating of proposals. A preference to currently employed EMTs and paramedics in Santa Cruz County shall be given by bidders. Bidders shall provide specific plans to this effort in their proposals.

Bidder is required to make and document its best efforts to afford job opportunities to members of the incumbent work force who are interested in employment in the new EMS system. As this subject is an important aspect of the analysis of proposals, plans for a smooth transition of the work force must be detailed.

1) Work Force Diversity

All bidders must submit evidence that there is a plan in place consistent with currently applicable federal, state, and local laws and regulations, to promote diversity of personnel in the organization, including methods for meeting this need and the timelines anticipated. Diversity in this context includes establishing opportunities for women and minority personnel.

2) Workload Management and Scheduling Practices

The Bidder shall normally schedule so as to provide staff at least eight hours of rest between regularly scheduled 24-hour shifts. No employee shall work more than 48

hours without at least 12 consecutive hours of rest. Contractor shall have and enforce an operational policy to ensure on-duty staff is rested and response ready at all times, regardless of shift length and/or work schedule. Contractor's policy shall include a mechanism for on-duty staff to be relieved from response duties if fatigued.

3) Training Programs

Minimum: Contractor shall furnish, in-house or by approved subcontract, an in-service training program plan which will allow field personnel to meet the State of California recertification, or licensing requirements. Contractor shall also cooperate with the current LEMSA continuing education program.

4) Supervisors and Managers

Describe any employment consideration provided to existing supervisors or managers within the new organization, and at what level, in order to preserve the level of expertise within the County.

(f) Response-Time Commitment

In this section, the Bidder describes how it will meet the response-time performance standards set forth in this RFP. Outlier and zone non-performance payments shall be in accordance with the provisions set forth in this RFP.

The Bidder's plan for the location and housing of field staff and units for meeting response-time performance shall be included in the proposal. The SSP shall include the number of units on duty by hour and day, the post locations used, the priority of post locations, move up triggers, and the rationale for the SSP.

Minimum: Requirements for response time performance on calls originating within the EOA are set forth herein and shall be used as the basis for preparation of this section.

(g) Fiscal Strength

In this section, the Bidder describes its company's fiscal strength highlighting features of the financial documents provided as required as well as other aspects of the Bidding entity's that would allow evaluation of its fiscal viability to initiate, operate, and sustain this Contract.

Cost and Revenue Forecasts

In this section, all costs and all revenue sources must be clearly listed and assumptions documented. Since cost and revenue projections will be compared among all bidders, the County requires that information be provided in the format and with the level of completeness and detail specified herein.

The County requires all bidders to present detailed costs by budget category to demonstrate clearly the costs and costing assumptions (by line item) to determine charge and charge assumptions. Actual costs must be provided by line item and then broken down on a per-call basis so that the County may clearly determine the cost impact per call on all costing assumptions. Costs and proposed charges for alternative performance standard plans and any other alternative plan shall be specified separately.

All revenue sources must likewise be fully described. The County assumes that patient care fees will be a major component of Contract financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided in this RFP, and must be consistent with volume-related cost projections. Bidders must identify all other revenue sources supporting their proposed budget and must explain how these revenue sources will change as a result of this commitment.

Minimum: The proposal must describe and document all costs and cost estimates necessary for providing services required by the Contract separating out costs and charges for alternatives.

Bidders must describe all revenue sources (direct and in-kind) and document working capital needs and sources for the startup of this Contract and/or any changes anticipated for this Contract plus any sponsoring organization's commitment to Contract financing (if any) and the legal authority to continue this commitment throughout the term of the Contract.

Note: Proposals shall submit charge data broken down on a call basis using a spreadsheet format to show stepping down of all costs to a per-call basis.

Other Financial Statements and Budget

In addition to the budget, a complete set of financial statements for the organization shall be provided for all proposals. Three (most recent) consecutive years of financial statements shall be provided, of which one year shall be a fully audited financial statement and shall include all accountant's footnotes, if provided with the original audit. The remaining two years of financial statements shall be reviewed statements, as defined by the American Institute of Certified Public Accounts (AICPA). If the Bidder does not have a fully audited financial statement, conducted within the past three years, they may submit a reviewed statement in its place. Note: Reviewed statements, in lieu of an audited statement, shall be subject to the limited interpretation that the statements offer. All financial documents should include at least the following:

- 1) Current financial status
 - (a) Balance sheets;
 - (b) Profit and loss statements, statements of revenues and expenditures;
 - (c) Statement of changes in financial position;
 - (d) Last completed year cash-flow analysis (shown monthly), for existing operations only;
 - (e) Aged accounts receivable for revenues, and for other revenues expected to support services (if available);
 - (f) Listing of any loans to officers (business, personal, or both, etc.);
 - (g) Any lines of credit over \$75,000, with maturity, interest, annual payments identifying source and contact address;
 - (h) Briefly describe accounting, billing and payroll systems;

- (i) Describe any federal or state tax liabilities other than current payroll obligations;
- (j) Document net worth of the entity submitting the bid and the form (i.e. liquid and non-liquid);
- (k) Funding for contingency;
- (l) Full cost allocation for risk management, insurance, human resources, startup for legal; and
- (m) Provide a cash-flow statement for the first six months of operation with detailed cost and revenue sources.

All bidders should be aware that the documents requested will serve to confirm the soundness of their current financial positions. The County's intent is to award the Contract only to an organization demonstrating the financial capability to operate successfully. Failure to provide the items listed in the detail required above will automatically cast doubt on the financial expertise and soundness of Bidder. Mathematical errors will also cast doubt on the credibility of the proposer. All financial information contained in the proposal shall be considered confidential and proprietary to the Bidder and only released as may be required by law. Bidders should submit all required financial information in a separate, sealed envelope clearly marked with the RFP Section numbers that the Bidder is responding to, and clearly mark the envelope "Confidential and Proprietary." County shall have the right to audit prospective Contractor's financial and other records.

2) Financing

(a) Capital Financing

Bidder shall clearly demonstrate the source of capital to meet the initial investment and ongoing capital needs of the operations within the proposal. It is the Bidder's responsibility to conclusively document the source, the availability of the capital, and the firm commitment of the source or sponsoring agency, as appropriate.

(b) Rate Adjustment

During the term of the agreement, the Contractor will be allowed opportunities for rate adjustments, which may be based on the Bay Area Consumer Price Index (CPI) and/or other appropriate indexes reflecting increased costs of operations. The Contractor may propose rate changes to the County no more frequently than annually unless the Contractor can demonstrate to the satisfaction of the County that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Contractor, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the contract.

In order to ensure a fair and appropriate cost to residents and visitors to the County, the Contractor's reported profit margin will be considered before any rate change. Any increase shall be held to the anticipated annual profit margin of seven percent (7%) received through this Contract with the County. If the Contractor's annual financial statements indicate greater than seven percent

(7%) profit margin, a rate reduction shall not be implemented to maintain this profit margin cap.

If a Contract extension is approved, the rate of reimbursement for additional terms let under the Contract should be negotiated with the Contractor based on the following:

- a. Actual expenditures by the Contractor, as documented during the first Contract term and approved by the Contract Administrator.
- b. Changes in state program requirements.
- c. Other reasonable costs or increases in cost over which the Contractor has no control.

The County should assure, by audit if necessary, that all cost increases are reasonable and necessary to the continuation of the Contract.

3) Other Financial Information

In this section, the Bidder may submit any other financial information that the Bidder considers relevant.

(h) Equipment Maintenance and Management

In this section, Bidder shall describe, in detail and with brand names, the major equipment items to be furnished, and the scheduled replacement policies related to each class of equipment. In addition, Bidder shall stipulate the policy which shall govern, throughout the term of the Contract, fleet size as a percentage of maximum scheduled peak-load unit coverage requirements for the EOA. This shall be at least 140% of peak-load unit scheduling and no more than 50% of the reserve fleet can be unavailable at any one time. To ensure greatest level of surge capacity, all units shall be fully stocked and ready for deployment, regardless of primary or reserve. The overall fleet and management program shall be full described such that the Evaluation Committee may ascertain the caliber and capability of the maintenance and equipment management program.

(i) Billing/Collection Program and Data Integration

In this section, Bidder shall describe its proposed data processing, billing, collection, and accounts receivable management system.

Minimum:

- 1) System shall generate and electronically bill Medicare and Medi-Cal statements.
- 2) System shall be HIPAA compliant during the term of the contract and as required by law.
- 3) System shall handle third-party payers, self-pay patients, special contracts, diagnostic-related group (DRG) transports, and other special arrangements.
- 4) Itemized statements shall list all procedures and supplies employed, unless included in base rate.

- 5) System must be capable of responding to patient and third-party payer inquiries regarding submission of insurance claims, dates, types of payments made, and other inquiries.
- 6) System must provide daily, monthly, and annual reports which furnish clear audit trails, including details of payments and adjustments experience.
- 7) System shall provide for reconciling on a regular basis between "run" and other production data and patient data. An audit trail shall exist linking reported transports and calls to billed transports and calls, with exceptions noted.
- 8) System shall support monitoring of employee accuracy and completeness in gathering required operations.
- 9) System shall facilitate updates of account type, addresses, and other pertinent patient and third-party payer data.
- 10) System shall include procedures and reports to process accounts requiring special attention. These procedures shall cover at least the following:
 - Assignment of follow up based on accounts receivable aging reports
 - Reminder mailings
 - Telephone collection methods
 - Policy regarding use of collection agents
 - Policy regarding write-off of accounts receivable
 - Identifying and pursuing alternative third-party payments and other reimbursements
 - Policies for hardship cases, charity care and write-offs
- 11) Bidder shall prohibit on-scene collections.
- 12) Billing and collection data shall track to dispatch data by use of a record identifier.
- 13) Bidder shall monitor its personnel for any exclusion as a provider of medical services under Medicare or Medi-Cal.

(j) Initial (ambulance) System Status Plan/Unit Hour Commitment

In this section, the proposal shall include an initial coverage plan to be in effect during the first three months of the Contract term. The SSP may employ more unit hours per week than Contractor projects will be needed later in the contract. LEMSA has established a policy regarding the use of FRALS units. The Contract provides for response time extensions for responding ALS ambulances when a FRALS unit meets the required response time for first paramedic at scene.

Minimum: Bidder shall specify the minimum weekly unit-hour coverage to be initially employed. Contractor must meet or exceed this plan during the first three months.

(k) Integration with Existing First Responders

The existing EMS system has significant resources that should continue to be leveraged to develop the optimal approach to cost-effective and highly-efficient prehospital care within the County. This section should detail the Bidder's coordinated approach to EMS. The specific method how each zone will be covered shall be described. The status of potential partnerships to subcontract for ambulance and/or first responder coverage needs to be clearly identified.

Minimum: Bidder should specify plans, if any, for integrating with the existing ambulance and first responder public and private agencies as defined as a minimum here and in Section 4 of this RFP. Include demonstrated experience within other EMS systems partnering with first responders, if proposed for this RFP.

(l) Commitment to EMS System and the Community

In this section, Bidder shall detail its intentions regarding involvement in and support of the first responder and community education and service programs. Contractor shall describe a methodology for integrating its services with existing first responder public agencies including EMSIA, fire departments, police agencies, and 9-1-1/PSAPs. Specific plans must be submitted with prioritized objectives. These commitments must include specific procedures for scene control and problem resolution. A commitment and process for supporting first responder training needs and training schedules must also be described. These requirements would only go into effect if requested by existing EMS providers and approved by the County. Commitments for ongoing liaison with the agencies must also be stated. Commitments to disposable item re-supply as described in the First Responder Section should be explained here.

The provider must develop a plan for the prompt return of first responders and nurses to their respective stations or hospitals, as appropriate, should they be used while transporting patients. Bidders should not assume that a firefighter will always be available to ride into the hospital to assist with critical patients (e.g., cardiac arrest or bariatric transports).

Involving the community in "pre-EMS" education plays a crucial step in patient outcomes. Bidder shall describe its commitment in time and resources to improving the care provided in the community prior to EMS arrival. At a minimum, the Contractor is expected to complete a minimum of 12 hours of community education monthly (reported annually). This shall be completed without using on-duty ambulance crews in order to preserve 9-1-1 resources. Examples include public events, school tours, MCI exercise participation, first responder in-service training, bystander and school-partnership cardio-pulmonary resuscitation (CPR) classes, "Stop the Bleed" campaign, helmet safety, public access defibrillation (PAD), etc. Ideally, other EMS stakeholders will be offered the ability to participate during events in their communities as well as utilize Contractor's materials to offer more educational opportunities. The Emergency Medical Care Committee (EMCC) should also be involved in identifying important topics that will most benefit the community. Ambulance standbys at events would not qualify.

MCI planning must be proposed by the Bidder and shall be discussed in this section. As part of this planning, the County is currently developing a tactical casualty care training policy, which all of Contractor's field staff will be required to complete within the first 24 months of the Contract period. The Contractor will be required to maintain a supply cache in an orderly and complete fashion to serve its own needs

for a minimum of 21 days in case of disasters or interruptions in supply chain. The Contractor will be required to complete this requirement within six months of contract execution with the County.

Minimum: Contractor shall restock or pay for restocking first responder medical supplies used in response to emergency medical calls as is currently practiced in Santa Cruz County subject to applicable federal and state laws. In the course of retrieving equipment from out-of-county hospitals (e.g., backboards), Contractor shall bring back any County EMS providers’ equipment for pickup at the Contractor’s main office. Contractor shall participate in MCI training and events as well as maintain a disaster cache. A plan for community commitment to include programs on public education and other service is required.

(m) Proposed Patient Charges

The County requires all bidders to use the same assumptions to allow equitable comparisons among the proposals. The bidders shall assume no general County subsidy for this procurement. It is the County’s desire to encourage proposals that achieve a balance in service, cost, and the subsequent fee charge.

This RFP requires a well-defined charge system which assures no “overcharging.” Patient charges are an expected element of this proposal, subject to approval and incorporation in the Contract with the County. In this section, Bidder shall state the charges that it proposes to set for its services listed in Table 5 and shall provide information justifying those charges. The rates will be considered inclusive of supplies and equipment utilized during patient care.

Services	Current Rates
ALS emergency base rate	\$ 2,187.25
BLS emergency base rate	None currently
Non-transport fee	\$ 141.92
Mileage	\$ 69.48
Oxygen	\$ 251.98

Table 5

Minimum: In setting charges, the Bidder must use the assumptions stated below, in order to allow equitable comparisons among various proposals. If the Bidder believes that any of these assumptions would lead to charges set by the Bidder that are too high or too low, the Bidder may so state and should then explain what changes should be made to the assumptions or to the proposed charges, in order to set the charges at a more appropriate level. The assumptions to be made by the Bidder and other considerations that should enter into the setting of charges are as follows:

- 1) **Number of calls/transports:** The number of transports is provided in Table 6 for purposes of proposing and evaluation only. No guarantee of future revenues or results is made by the County.

Service Type	Transports
9-1-1	14,000

Table 6

Please see Attachment 2 for the historical response and transport data as provided by the current ambulance providers; again, the County makes no guarantees or promises to the accuracy of the data provided. Bidders are encouraged to review CAD data provided to further ascertain the most accurate information.

- 2) **Mileage:** An average of 10.0 transport miles shall be assumed for the purposes of evaluating the proposals.
- 3) **Base rate:** Separate ALS and BLS base rates are required. Assume that charges shall be consistent with the level of service provided to the patient, not the level of readiness provided by the Contractor. This will be a bundled base rate including all supplies and equipment other than oxygen. For the sake of the budget required, assume 65 percent of all 9-1-1 transports are ALS, 35 percent BLS.
- 4) **Non-transport rate** Bidders must propose a non-transport fee for circumstances where services are requested and provided at-scene but transportation is refused or unnecessary. Specific protocols should accompany the proposal.
- 5) **Oxygen:** Assume 10 percent of all calls require oxygen.
- 6) **Assignment:** All bidders must agree to accept assignment from Medicare and Medi-Cal.
- 7) **Average charges:** The Bidder shall calculate the average charge per call that would occur if the charges set by this RFP and the charges proposed by the Bidder were implemented. The computation must use standard formulas for such computation and must use the assumptions set forth above regarding call volumes and frequency of the various charges. The computations must be set forth in this section.

(n) Commitment for Clinical Quality/Innovation

In this section, the Bidder demonstrates the level of clinical sophistication that will be possessed by its field and management staff. The County is placing a significant emphasis (and related proposal scoring weight) to the clinical sophistication of the provider. There is data-driven research justifying certain care paths in a timely manner for EMS patients. Contractor will need to demonstrate a significant commitment to field, supervisor, and manager resources to drive clinical excellence through training, education, proactive steps, retrospective chart reviews, etc. Specifically detail the percentage of time budgeted for each supervisor and manager related to quality.

- 1) **Commitment to Clinical Quality**

The Bidder shall prepare a continuous quality improvement (CQI) plan meeting the standards of the quality improvement movement in the healthcare industry and consistent with the LEMSA policies and the California EMS Authority System Model Guidelines. The plan shall describe:

 - (a) new hire training and orientation;
 - (b) a management philosophy and approach focused on achieving an environment of continuous improvement and innovation;

- (c) continuous learning and development of staff and management;
- (d) service to all internal and external EMS providers and customers;
- (e) commitment to participate in and contribute to the LEMSA CQI process;
and
- (f) commitment to cooperate with system research.

The plan should include the following parameters:

Include internal mechanism such as: Contractor medical director, CQI manager, CQI committee structure and process, prospective training and education efforts, concurrent and retrospective review, establishment of performance indicators and development of personnel performance improvement plans, personnel development, problem identification, needs assessment, education/compliance remediation, problem resolution, and the documentation and tracking of implementation strategies and outcomes.

- (g) Required interfaces
 - (1) County of Santa Cruz
 - (2) Receiving Hospitals
 - (3) First Responder Agencies
 - (4) Communications Center
 - (5) PSAPs
 - (6) Health Services
 - (7) Law Enforcement Agencies

Additionally, this program shall include the following elements:

- (h) Patient Rights
The Bidder shall include a policy on the client/patient rights which shall, at a minimum, provide the following:
 - (1) fast, effective medical treatment and transportation to a facility of their choice (unless this is in conflict with LEMSA policies), regardless of ability to pay;
 - (2) full information regarding the immediate treatment needed with the right to refuse any treatment or service;
 - (3) full explanations of bills about which the patient has questions;
 - (4) confidential treatment of medical records;
 - (5) listening to patients during transport or later and answering all questions promptly;
 - (6) billing insurance or third-party payer as part of the service to the patient;
 - (7) charity care policies and thresholds (e.g., 300 percent of Federal Poverty Level) for patient bill write offs and discounts; and,

(8) retention of patient records and patient access to their records.

Copies of these policies shall be described in the Bidder's proposal.

2) Performance Measures

As part of the service delivery, the County desires to improve patient outcomes by identifying, monitoring, and implementing performance measures that are data-driven and clinically proven to be effective (see Contractor Report Card, Attachment 5). Describe Bidder's current efforts and results to implement clinical quality improvements that have increased performance measures. Examples include, but are not limited to:

- (a) approach to airway management;
- (b) bronchodilator administration for wheezing;
- (c) stroke scale use;
- (d) minimal on-scene times for trauma, stroke, and STEMI patients;
- (e) correct identification of STEMI cases;
- (f) aspirin administration during heart attacks; and
- (g) proper clinical documentation.

In addition to the Contractor Report Card, the County is identifying "System Vital Signs" across all aspects of prehospital care (e.g., public, dispatch, first responders, hospitals) that may show the effectiveness of the EMS system overall. Examples may include:

- (a) time to CPR;
- (b) bystander CPR/automated external defibrillation (AED) rate;
- (c) return of spontaneous circulation (ROSC) rate;
- (d) ROSC to hospital discharge rate;
- (e) 911-to-balloon time for STEMI;
- (f) 911-to-needle for stroke;
- (g) under/over trauma triage rate; and
- (h) patients hospitalized after declining ambulance transport within prior 24 hours.

It is expected that the Contractor will play a vital role improving the overall EMS system clinical standards. The selected medical director should have the necessary local experience working with EMS crews to oversee a strong clinical program with excellent care review and field crew education.

3) Innovation

The County stakeholders are committed to constantly reviewing and improving EMS services for the community. During 2016, an EMS Next Generation Task Force was created to identify innovations and best practices from other EMS systems for possible applicability locally. The formula below describes the mission developed by the EMS stakeholders of the County:

Best Outcomes = Right Care + Right Patient + Right Time + Right Place

The Task Force then identified the values necessary to support this mission, which include:

- (a) patient-centered
- (b) outcome-driven
- (c) collaborative – EMS, fire, law, hospitals, etc.
- (d) balance individual and community needs
- (e) sustainable – clinically, financially, operationally
- (f) transparent
- (g) flexible – adapt to environment, industry trends

After hearing subject matter experts speak from innovative EMS systems, the Task Force identified the following nine best practices as having value for this community (first five are listed in order of priority assigned by the stakeholders).

- (a) high system user diversion (1)
- (b) outcome-based measures (2)
- (c) resource triage at dispatch (3)
- (d) health information exchange (4)
- (e) nurse triage at dispatch (5)
- (f) Medi-Cal payer partnership
- (g) hospital readmissions
- (h) hospice revocation
- (i) community paramedicine

Contractor shall describe its role in other operations providing innovation, such as those listed above, and striving to meet the mission and values developed by the Task Force. Ultimately, the EMS system must do what is right for the patient and the selected Bidder will be a critical partner in that endeavor.

The County participates with the Central California Alliance for Health ("Alliance") to manage Medi-Cal lives for its residents. The Alliance is interested in future partnerships with EMS organizations that can reduce costs, increase efficiencies, and improve the healthcare of its membership. This may include community paramedicine, enhanced 9-1-1 patient evaluation, alternative dispositions, etc. The Bidder shall be willing to participate with the Alliance in partnerships that accomplish better care and service as allowed under state law. Any partnership shall not utilize 9-1-1 transport revenue to fund new related expenses; it should be revenue neutral for the Contractor. Bidders are encouraged to share any existing managed Medi-Cal/Medicaid partnerships that have accomplished the Alliance's goals.

Minimum: Contractor shall agree to partner with the County and its EMS stakeholders to review and improve the EMS system. This shall include funding one (1) full-time medical professional (i.e., paramedic, registered nurse, nurse practitioner, or physician assistant) that will be located at the LEMSA whose sole responsibility will be high-system user diversion and facilitation of innovation. This person shall have access to a vehicle equipped with ALS equipment and supplies as well as other tools necessary (i.e., point of care testing) to perform field visits and other tasks. As other best practices are implemented locally, Contractor shall agree to share information and support these programs. This includes being active participant with any EMS innovation committees established by the County and its EMS stakeholders. If a program has an impact on expenses and/or revenue, such as a decrease in transports, Contractor agrees to negotiate with County for a "net zero" change in profit margin.

(o) Exceptions Taken to County's Contract Requirements

In this section, Bidder shall either stipulate that no exceptions are taken to the proposed Contract requirements or list, and thoroughly describe and defend, each exception taken. Bidders are required to propose the RFP standard. They may propose an alternative standard if there is need to consider special circumstances.

(p) Performance Security Method

Bidder shall describe in detail its intended method of satisfying the performance security requirements as identified in Section 7 of the RFP.

(q) Additional Forms

Signature forms included in this RFP, shall be completed and included in this section for the Bidder.

(r) Contract Provisions

The proposed Contract is provided in Attachment 6 of this RFP. Exceptions to this Contract, if any, shall be stated in the appropriate section of the response by the Bidder. The County reserves the right to make further, non-substantive refinements to the Contract as necessary (e.g., required reports, frequency/format of reports, community education specifics, definitions, clarifications, clinical and performance standards).

Section 9: Award, Selection, and Evaluation Criteria

9.1 Basis of Award

Award will be made to the Bidder whose proposal demonstrates the most responsive proposal to the County. The County shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of Santa Cruz County after all factors have been evaluated using an objective scoring system. The proposal with the highest overall score will be the apparent successful Bidder.

The County reserves the right to reject any or all proposals or any part thereof, to waive any informalities in the proposal and minor irregularities, technical defect or clerical errors, to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not be confined to cost alone. False, incomplete, or non-responsive statements in connection with the proposal may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination.

The County reserves the right to cancel or discontinue with the proposal process and reject any or all proposals, when the County General Services Department determines in writing that cancellation is in the best interest of the County for reasons such as those listed below:

- a. There is no longer a requirement for the furnishing of such items, materials, equipment and/or services.
- b. Funding is no longer available for this proposal.
- c. It is otherwise in the County's best interest to cancel the proposal process.
- d. Inadequate, ambiguous, or otherwise deficient specifications were cited in the RFP.
- e. All otherwise acceptable proposals received are at unreasonable prices.
- f. The proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.
- g. The proposals received did not provide competition adequate to ensure reasonable prices in accordance with local resources or generally accepted prices.
- h. No proposal is received which meets the minimum requirements of the RFP.
- i. The County determines after analysis of the proposals that its needs can be satisfied by a less expensive method.

All Bidders will be notified in writing of the specific reasons when the process is cancelled, discontinued, or why proposals were rejected.

9.2 Selection of Proposal

An Evaluation Committee will be established to evaluate the proposals consisting of recognized EMS system experts selected by the County. All Evaluation Committee members will be thoroughly screened for conflicts of interest. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to be forwarded to the Board of Supervisors based on the evaluation of all elements to this proposal. Selection will not be made primarily on cost, but will be based upon the proposal that receives the best overall score based on the evaluation criteria of the County's needs.

9.3 Evaluation Criteria

The Evaluation Committee will consider only those proposals which have been considered responsive to the RFP. Any proposal which fails to meet the requirements of the RFP will be considered non-responsive and may be rejected. The Evaluation Committee may also contact and evaluate the bidders and the subcontractors' references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. Overall, the Bidder shall agree to provide any other information the County determines is necessary for an accurate determination of the prospective Contractor's qualifications to perform services.

9.4 Proposal Evaluation Process

A. Evaluation Committee

The Evaluation Committee may include non-voting subject matter experts from Santa Cruz County including but not limited to: Health Services Agency Director, County Counsel, County Purchasing Agent, (non-bidding) public safety representative, and other technical consultants as may be determined appropriate. Subject matter experts will not score the RFPs and will only provide local expertise as requested by the evaluators to fully appreciate the benefits or damages of any specific proposal components.

B. Conflict of Interest

All Evaluation Committee, advisory group members, and other parties involved with the review of proposals shall be carefully screened by County for potential conflicts of interest. Each evaluation participant shall be required to complete a disclosure statement on the issue of conflict of interest. Any identified potential source of conflict shall be evaluated by the County. Those potential evaluation participants with a material conflict of interest, as determined by the County, will not be allowed to participate in the evaluation process.

C. Evaluation of Proposals

All proposals must specify capabilities to meet or exceed credentialing standards. Each proposal must provide sufficient information to demonstrate that the Bidder has the level of credentials, scope of service, and financial capabilities for this Contract to complete an initial screening and evaluation process. The County will appoint an evaluator who will begin the review process with an initial screening of credentials and proposal completeness. The evaluator will submit the results of his or her initial screening to the Evaluation Committee. Each member of the Evaluation Committee shall complete an individual proposal ranking sheet (see Attachment 7) and rank each proposal according to the individual reviewer's judgment as to the relative merit of competing proposals.

At the discretion of the Evaluation Committee, a presentation by the bidders may be requested by the General Services Department with at least two weeks' notice. If requested, each Bidder will be allowed 45 minutes of presentation and up to 90 minutes of questions and answers by Committee members.

Bidders may include up to eight staff persons; however, at a minimum the chief executive officer or equivalent, chief financial officer, and anticipated manager of the EOA shall be present. The order of presentations will be determined by random draw.

Bidder presentations are not public meetings and attendance will be restricted to the County, Bidder and their staff persons, and the Evaluation Committee.

Site visits to the bidders’ offices, substations or contract sites may be requested by the Evaluation Committee.

The Evaluation Committee will not allow any public testimony or the introduction of any new materials or information. The County reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. The Evaluation Committee shall make its recommendations to the County which may include that any or all proposals be rejected.

D. Scoring Process

Proposal submissions in regard to each scoring category shall be scored and re-scored by each Evaluation Committee member. Proposers will be rated individually allowing for more than one proposal to receive the same score per category; the only exception is the pricing of service category. An initial review of all proposals by the County or their designee for completeness and a review on credentials (pass or fail) will be conducted before any proposal is reviewed by the Evaluation Committee.

Each proposal category will receive the allocated percentage points based on the following criteria:

Points Awarded	Description
100%	Excellent: The proposal successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor and the element contributes appropriately to meeting the requirements of the criterion.
75%	Good: The proposal addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.
50%	Fair: The proposal broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.
25%	Poor: The proposal has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.
0%	Fail: The proposal fails to address the element in all aspects and its relationship to supporting the criterion.

The score for the pricing category will be determined following the formula provided below. The lowest price will be awarded the maximum points for the category. All other pricing proposals will receive a percentage of the maximum points equal to the difference between the proposer’s price and the lowest price proposed. For example, if the lowest price is \$900 and the next lowest is \$1,000, then the latter proposer would receive 90 percent of the points allocated to this category (i.e., $\$900/\$1,000 = 90\%$).

Item	Quantity	Proposed Rate	Subtotal
9-1-1 Volume			
ALS Emergency Base Rate	9,100		
BLS Emergency Base Rate	4,900		
Mileage (10 miles)	140,000		
Oxygen (10%)	1,400		
Total			
Total/14,000 total transports			

E. Ranking and Weighing of Proposals

It is the County’s intent to select a Bidder based on the best balance of quality, price, experience, performance assurance, and integration with system needs. Bidders offering services with pricing which substantially varies (i.e., greater than 25 percent) from the market, without justification, will be considered as non-responsive. See Table 7 for overview and Attachment 7 for complete evaluator scoring tool.

Section	Possible Points	
Credentials, Experience, and Local Management Team	70	15%
Compensation Package and Working Conditions	20	5%
Incumbent Work Force	20	5%
Response-Time Commitment	20	5%
Fiscal Strength	20	5%
Equipment Maintenance and Management	20	5%
Billing/Collection Program and Data Integration	20	5%
System Status Plan/Unit Hour Commitment	20	5%
Integration with Existing EMS Stakeholders	70	15%
Commitment to EMS System and the Community	20	5%
Proposed Patient Charges	40	10%
Commitment for Clinical Quality/Innovation	70	20%
Total	410	100%

Table 7

F. Recommendation to the County

After completing the scoring of the proposals, the Evaluation Committee shall discuss the proposals, the scoring, any other relevant considerations, and make a recommendation to the County Director of the Health Services Agency as to the proposal that should be accepted.

G. Deficient Proposal

Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the Bidder is deficient. It is in the Bidder's interest to submit a complete and accurate proposal.

H. Exceptions Taken to Request for Proposal Requirements

Exceptions should be specifically identified and justified. Applicant requiring clarification of the information or protesting any provision of the RFP must submit comments to the County. Bidders are advised that exceptions to the requirements may jeopardize their standings in the selection process. Bidders are encouraged to bid the RFP specifications to allow a fair comparison of bids and to protect against bid rejection. Alternative bids are allowed in addition to the standard RFP specification bid.

I. Submission of Additional Information

Any Bidder may be asked to meet with the Evaluation Committee to provide clarification and/or answer questions. County staff or its delegate may continue to undertake additional investigation during and after the proposal review process to verify claims made by the recommended Bidder during the proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiries or any

other reasonable means of determining the accuracy and completeness of information supplied by the bidder.

If the Bidder selected by the Board of Supervisors refuses or fails to accept the Contract within the time period approved by the Board, the Board, after receiving further recommendation from the Director of the Health Services Agency, may award the Contract to the remaining bidder whose proposal has the next highest score. Alternately, the Board may reject all the remaining proposals.

J. Required Pre-contract Bond to Ensure Execution of Agreement

Upon recommendation by the County staff or designee and at the discretion of the County, the recommended Bidder may be required to post a \$50,000 bond within 15 days after the notifying the Bidder of his or her recommendation to the Board. The purpose of the bond is to insure the negotiation in good faith of a completed Contract with the recommended bidder. The bond will be returned to the recommended Bidder upon approval of the Contract by the Board of Supervisors.

K. Rejection of Proposals

The County reserves the right to reject any and all proposals with cause or that do not meet the requirements of this solicitation.

L. Disposition of Proposals

All materials which are submitted in response to the RFP will become the property of the County and may be returned only at the County's option and at the Bidder's expense. The original copy of each proposal shall be retained for official files. All materials submitted to the County may be subject to the State of California's Public Records Act.

9.5 Notice of Intent to Award

A "Notice of Intent to Award" will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate Contract negotiation. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail, email, or facsimile. The final recommendation and subsequent Contract award will be presented to the Board of Supervisors by the Health Services Agency Director.

9.6 News Releases

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

9.7 Debriefing

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the General Services Department at 701 Ocean Street, Room 330, Santa Cruz, CA within three (3) working days following the County's release of the "Notice of Intent to Award." Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the factors leading to the recommendation and selection of the apparent successful Bidder. The debriefing may be held, at the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting unsuccessful bidders

to the County’s RFP is the exclusive and sole remedy and means of receiving information upon the respective Bidder’s evaluation and preliminarily challenging the award of the Contract.

9.8 Protest and Appeals Procedures

The procedures for protest and appeals are available in Signature Form 9. Bidders shall sign and return Form 9 acknowledging agreement of protest process.

A protest shall be disallowed when, in the judgment of the General Services Department Director, or his/her designee, or County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; (5) with a lack of standing; (6) in an untimely manner; or (7) the protesting Bidder does not appear at the hearing.

Section 10: Signature Forms

Form 1: Official Proposal Form

The undersigned offers and agrees to furnish all services, equipment, materials, training, warranties, and incidentals required to complete the services for the costs stated and in conformance with all plans, specifications, requirements, conditions and instructions herein.

1. Respondent's/Applicant's Legal Name:

Agency Name	
Agency Address	
Agency Telephone	
Agency Website	

2. Complete and submit the Application Package in the format specified herein, including:

- Form 1 Official Proposal
- Form 2 Cover Sheet
- Form 3 Declaration of Minimum Qualifications
- Form 4 List of Organizational Governing Board Members
- Form 5 Respondent Fact Sheet
- Form 6 Customer References
- Form 7 Designation of Subcontractors
- Form 8 Non-Collusion Declaration
- Form 9 Protest and Appeals Procedures
- Addenda Include any addenda issued in respect to this RFP

3. Chief Executive Contact:

Name	
Title	
Telephone	

4. Primary Application Contact:

Name	
Title	
Telephone	
Email Address	

5. Legal Status Information:

Federal Tax ID #	
State Tax ID #	

Executed in _____, California, on _____, 2017

Signature _____

Print Name _____

Title _____

Form 2: Cover Sheet

Name of Applicant Agency:	
Agency Primary Business Address (street, city, state, zip):	
Agency Primary Web Address:	Agency Main Phone #:
Chief Executive Name and Title:	
Chief Executive Email Address:	Chief Executive Phone #:
Principal Contact Name and Title:	
Principal Contact Email Address:	Principal Contact Phone #:

OFFICIAL AUTHORIZED TO SIGN FOR APPLICANT AGENCY:

Signature (blue ink):
Print Name and Title:
Date:

Form 3: Declaration of Minimum Qualifications

A prospective contractor must have the experience, a good performance record and the capacity to perform the required services to qualify as the contractor. The following list of qualifications and request for information is necessary to evaluate a prospective contractor's qualifications. Prospective contractors must submit all information requested in this section. Prospective contractors must meet all of the contractor qualifications to be considered.

A. General Qualifications

Applicant agency:

1. Demonstrated experience as an ALS ambulance service provider to populations over 150,000 residents or equivalent experience in a single contiguous area.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

2. Is an organization that can adequately staff and train employees to perform required services or demonstrates capability for recruiting such staff.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3. Complies with applicable Federal, State and Santa Cruz County's local laws and regulations regarding equal opportunity requirements.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

4. Provides services that benefit Santa Cruz County residents.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

5. Is able to provide evidence upon request that it has or can obtain all insurance required by the County of Santa Cruz.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

Form 3 (Continued)

6. Is able to provide the County with accessible, multi-cultural competent services.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

7. Is able to leverage funds to provide services for the length of the contract.

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

B. Statement of Experience

Complete the following:

1. Complete business name and address:
2. Federal Tax ID number:
3. Legal entity by which a proposal will be submitted (such as Corporation, Co- partnership, Combination):
4. Number of years in business under the present business name, as well as any related prior business names:
5. If, during the last two years, any contract was terminated prior to the original termination date of a contract, failed to complete a contract, or refused to complete a contract, complete 5.a–5.d for each such contract. Use additional sheet if needed.
a. Date of completion of contract:
b. Type of services:
c. Duration of contract:
d. Reason for termination:
6. Give explanation of any litigation involving the prospective contractor or any principal officers thereof in connection with any contract:

C. Bidder Audit

Submit your most recent audit report and the related management letter (i.e., letter describing the auditor’s findings and recommendations), if your auditor issued such a letter. If you do not have an audit report, provide a statement explaining why an audit report is not available.

Form 4: List of Organizational Governing Board Members

Agency Primary Business Address (street, city, state, zip):		
Name of Applicant Agency:		
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:

Form 4 (Continued)

Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:
Name of Governing Board Member:		
Board Position Currently Held:	Length of Board Term:	Position in Community:

Form 5: Respondent Fact Sheet

Name of Contractor: _____

Contractor Tax ID#: _____

Contractor operates and business is classified as:

Sole Proprietor Partnership Corporation
 Government Fiduciary Other

Is Contractor:

- 1. Authorized to do business in California? Yes___ No___
- 2. A California-registered small business? Yes___ No___
- 3. A disabled-owned business? Yes___ No___
- 4. A women-owned business? Yes___ No___
- 5. A minority-owned business? Yes___ No___
- 6. Certified as a minority business by any public agency? Yes___ No___

If yes, name of agency: _____

Name of certifying officer: _____ Phone #: _____

- 7. A Disadvantaged Business Enterprise (DBE) according to the definitions on page 24.
If yes, indicate composition of ownership below.

% Disabled % Women % Black
 % Hispanic % Asian American % Native American

Contractor has been in continuous operation under the present business name for ___ years.

Contractor's annual sales volume is \$_____

Form 5 (Continued)

Minority/Women/Disabled-Owned Business Enterprises Definitions
(Refer to Form 5)

Standard definitions for Minority/Women/Disabled-Owned Business Enterprises for the purposes of Santa Cruz County contract compliance procedures shall be as follows:

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
 - a. At least 51 percent of the small business concern is owned and controlled by one or more minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
 - b. The management and daily business operations are controlled by one or more such individuals.
2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
 - a. At least 51 percent of the small business concern is owned by one or more women; and
 - b. The management and daily business operations are controlled by one or more women who own it.
3. A **Disabled-Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
 - a. At least 51 percent of the small business concern is owned by one or more disabled persons; and
 - b. The management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under Federal and/or State oversight may have additional definitions and requirements.

Form 6: Customer References

Attach a description of the products and/or services provided to each reference. Refer to RFP for additional information.

1. Agency/Company Name: _____
Agency/Company Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____

2. Agency/Company Name: _____
Agency/Company Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____

3. Agency/Company Name: _____
Agency/Company Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____

4. Agency/Company Name: _____
Agency/Company Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____

Form 7: Designation of Subcontractors

Provide the following information for each subcontractor. Refer to RFP for the definition of a subcontractor. If Respondent will not utilize subcontractors, state "NONE".

1. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

2. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

3. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

4. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed: _____

Form 8: Non-Collusion Declaration

**COUNTY OF SANTA CRUZ
NON-COLLUSION DECLARATION**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH RFP

I, _____, am the
(Print Name)

_____ of _____,
(Position/Title) (Company)

the party making the foregoing Proposal, affirming that this Proposal is not made in the interest of, or on behalf of, any undisclosed person, business or other entity; that this Proposal is genuine and neither collusive nor bogus; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a bogus Proposal; and has not directly or indirectly colluded or arranged with any other Respondent or anyone else to submit a bogus Proposal, or that any other Respondent or anyone else shall refrain from submitting a Proposal; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with any other Respondent or anyone else to fix the Proposal price of the Respondent or of any other Respondent, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract; that all statements contained in this Proposal are true; and that the Respondent has not, directly or indirectly, submitted his/her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, business, bid depository or other entity, or to any member or agent thereof to effectuate a collusive or bogus Proposal or Proposal price.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Signature)

(Date)

Form 9: Protests and Appeals Procedures

1. Protests and Appeals of Procurement Awards

Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract, may protest to the General Services Department Director (GSD Director). The protest shall be submitted in writing to the GSD Director (Purchasing Agent) within five (5) business days after notification of the recommendation of award.

2. Protests to the GSD Director

a. The GSD Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

1. State the reason for the action taken;
2. Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors (Clerk of the Board) within seven (7) business days after receipt of the decision by the General Services Director. If the award is not subject to approval by the Board of Supervisors (Board), the GSD Director shall make the final decision on the merits of the protest.

b. The GSD Director shall discuss with County Counsel all protests prior to issuing a written decision.

3. Appeals to the Board of Supervisors

If so requested, as set forth in Section 2(b) above, and if the award is subject to approval by the Board, the decision of the GSD Director may be appealed to the Board. If the award is not subject to approval by the Board, the GSD Director shall make the final decision on the merits of the protest per Section 2.

4. Appeal Time Limits

Appeals of decisions shall be initiated within ten (10) days of the decision. The County shall be considered an interested party. If the appeal period ends on a day when County offices are not open to the public for business, the time limits shall be extended to the next full business day.

5. Initiation of Appeals

a. An appeal shall be filed with the Clerk of the Board on a form provided and shall state, as appropriate, any of the following:

1. A determination or interpretation is not in accord with the purpose of these procedures or
2. County Code;
3. There was an error or abuse of discretion;
4. The record includes inaccurate information; or
5. A decision is not supported by the record.

b. In the event of a timely appeal before the Board under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the GSD Director, and the using department, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.

6. Appeal Procedure

- a. Appeal Hearing Date. An appeal shall be scheduled for a hearing before the Board within thirty (30) days of the County's receipt of an appeal unless the protestor and County consent to a later date.
- b. Notice and Public Hearing. An appeal hearing shall be a public hearing. Notice of the public hearing shall be mailed or delivered to the protestor within ten (10) days of the scheduled hearing date.
- c. Hearing. At the hearing, the Board shall review the record of the decision and hear oral explanations from the protestor and any other interested party.
- d. Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board shall mail notice of a County Board decision. Such notice shall be mailed to the protestor within five (5) business days after the date of the decision and to any other party requesting such notice.
- e. A decision by the Board regarding an appeal shall become final on the date the decision is announced to the public.

I acknowledge and will abide by the Protest and Appeals Procedures provided herein.

Signature

Print Name

Date

Section 11: Attachments

Attachment 1: Overview of Santa Cruz County

Geographic Profile

Santa Cruz County, in terms of geography with 441 square miles, is the second smallest County in California. Most of the population is located along an urban strip extending from the southern area of the County known as Pajaro Valley, along a narrow coastal corridor to the City of Santa Cruz, and then extending up a canyon area known as San Lorenzo Valley. The County is mostly coastal mountain range, going from sea level on the western side of the County adjacent to the Pacific Ocean, to 3,500 foot elevation on the eastern county boundary with Santa Clara County (Figure 1). The northern county boundary is with San Mateo County and is mostly uninhabited land, and thickly forested with redwoods. The southern boundary in the Pajaro Valley is with Monterey County and a small area is adjacent to San Benito County. The Pajaro Valley area is of urban population density and located in a primarily agricultural area.

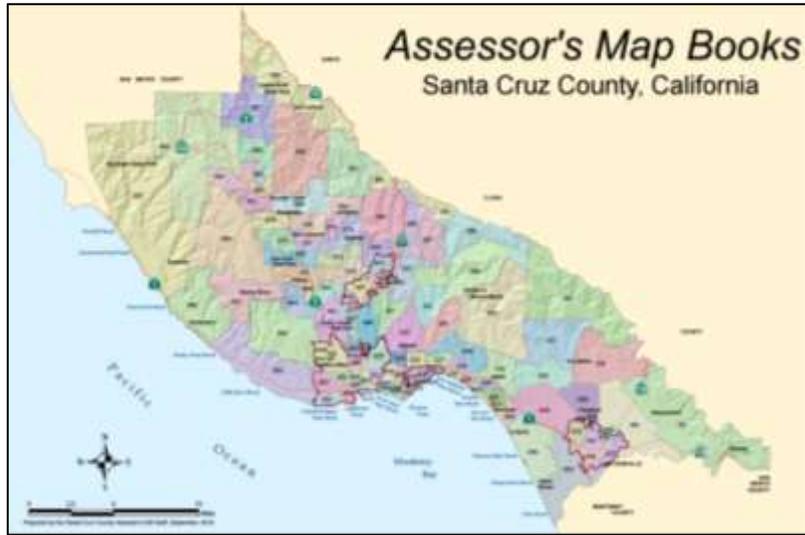
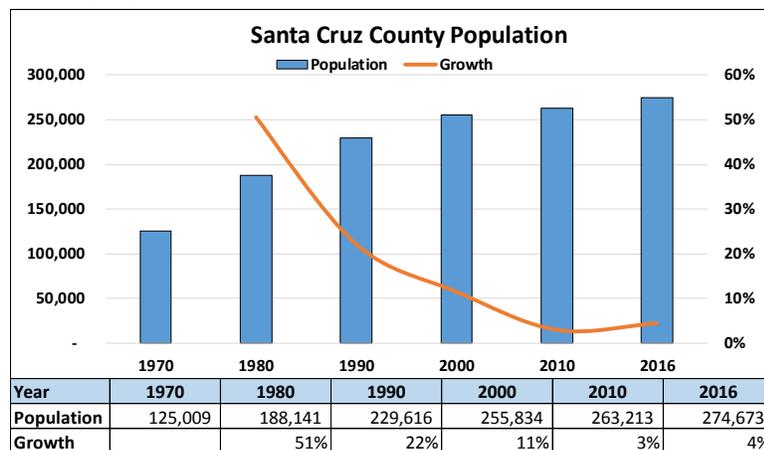


Figure 1

Because of the ideal weather and location on the Monterey Bay Coastal Sanctuary as well as the coastal mountain range, Santa Cruz is known mostly for its recreational attributes. Santa Cruz County industry is mostly agricultural and tourism. The largest employers within the County are government as well as the University of California Santa Cruz (UCSC). The University enrollment is now over 18,000.

The topography severely limits the road system with only two major thoroughfares which are Highway 1, running mostly north and south connecting Monterey and San Mateo Counties, while Highway 17 is the main connecting highway running east and west from the City of Santa Cruz to Santa Clara County. Santa Cruz County has a history of natural disasters including earthquakes, floods, and landslides.

Demographic Profile



The 2016 population estimates from the US Census Bureau shows Santa Cruz County's population at 274,673 residents. Figure 2 shows the US Census Bureau population data for Santa Cruz County over the last 40 years. While the County has grown by over 150,000 people since 1970, its growth has slowed dramatically and is less than 0.7 percent currently.

Figure 2

Figure 3 shows population projections for the next twelve years in Santa Cruz County. Population is projected to increase by 24,000 residents by 2028, a growth rate of 0.6 percent per year – roughly the same as the last six years.

Population Projections					
Year	2016	2018	2028	2018-2028 Change	Average Annual Change
Population	274,673	282,137	298,943	6.0%	0.6%

Source: http://www.dot.ca.gov/hq/tpp/offices/eab/index_files/2016/SantaCruz2016.pdf

Figure 3

Figure 4 displays Santa Cruz County’s 2016 demographic profile as compared to California and the United States obtained from the US Census Bureau.

Demographics, 2016						
	Santa Cruz County		California		United States	
Population						
Total	274,673	100.0%	39,250,017	100.0%	323,127,513	100.0%
Male	135,963	49.5%	19,507,258	49.7%	158,978,736	49.2%
Female	138,710	50.5%	19,742,759	50.3%	164,148,777	50.8%
Age						
<5 years	14,832	5.4%	2,119,501	5.4%	20,033,906	6.2%
<18 years	54,111	19.7%	7,732,253	19.7%	73,673,073	22.8%
18-65 years	164,804	60.0%	23,550,010	60.0%	180,305,152	55.8%
65+ years	40,926	14.9%	5,848,253	14.9%	49,115,382	15.2%
Race and Hispanic Origin						
White	240,339	87.5%	28,534,762	72.7%	248,485,057	76.9%
Black	3,845	1.4%	2,551,251	6.5%	42,975,959	13.3%
American Indian/Alaska Native	4,944	1.8%	667,250	1.7%	4,200,658	1.3%
Asian	13,459	4.9%	5,809,003	14.8%	18,418,268	5.7%
Native Hawaiian/Pacific Islander	54,935	20.0%	19,625,009	50.0%	64,625,503	20.0%
Two or more races	11,262	4.1%	1,491,501	3.8%	8,401,315	2.6%
Hispanic/Latino	92,015	33.5%	15,268,257	38.9%	57,516,697	17.8%
White, no Hispanic/Latino	158,486	57.7%	14,797,256	37.7%	198,077,165	61.3%

Source: US Census Bureau

Figure 4

Attachment 2: EMS Data

EOA Response Zones

There are currently two response zones in Santa Cruz County – one for first response ALS and one for ALS transport (Figure 5). This RFP splits each response type into two zones 1) Urban and 2) Suburban/Rural – for a total of four response time zones.

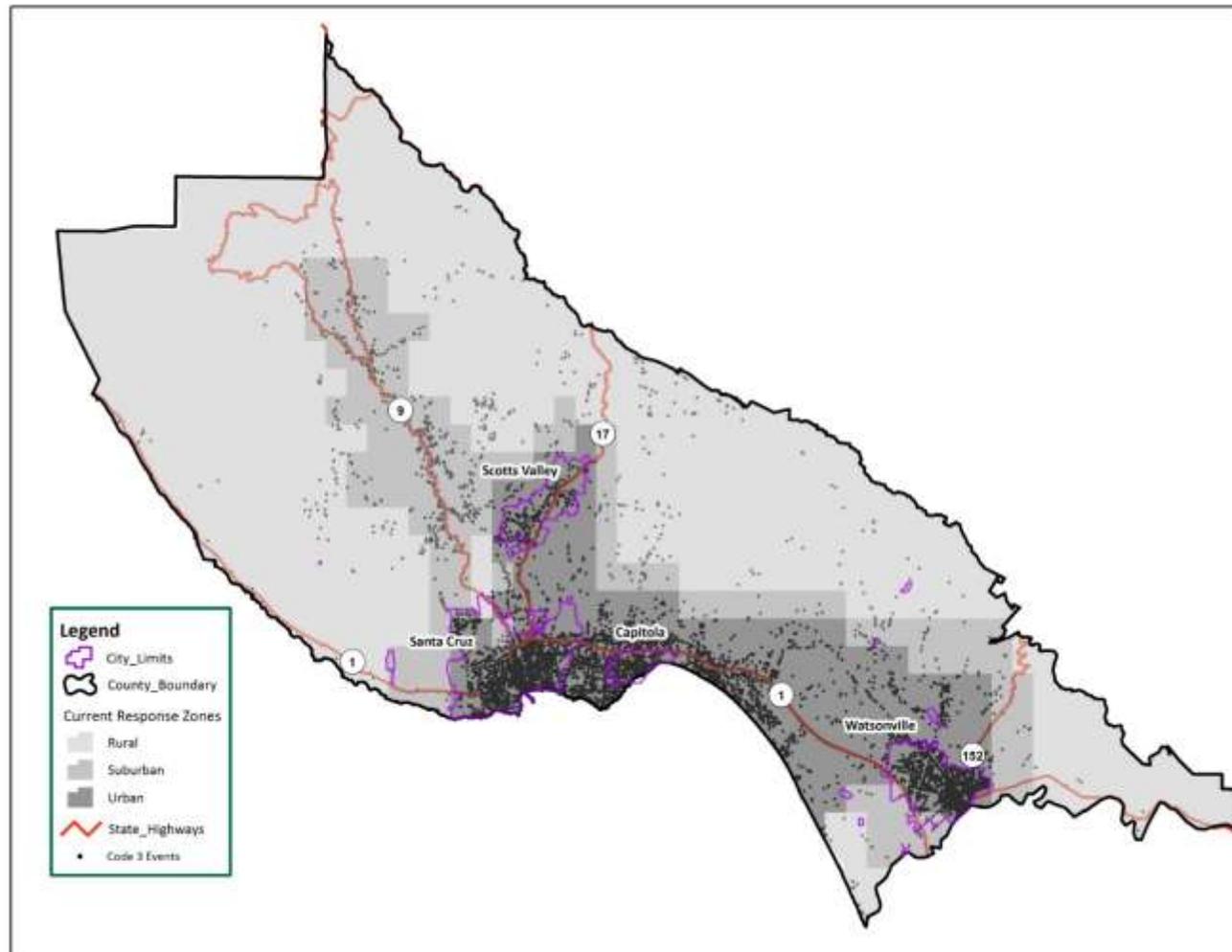
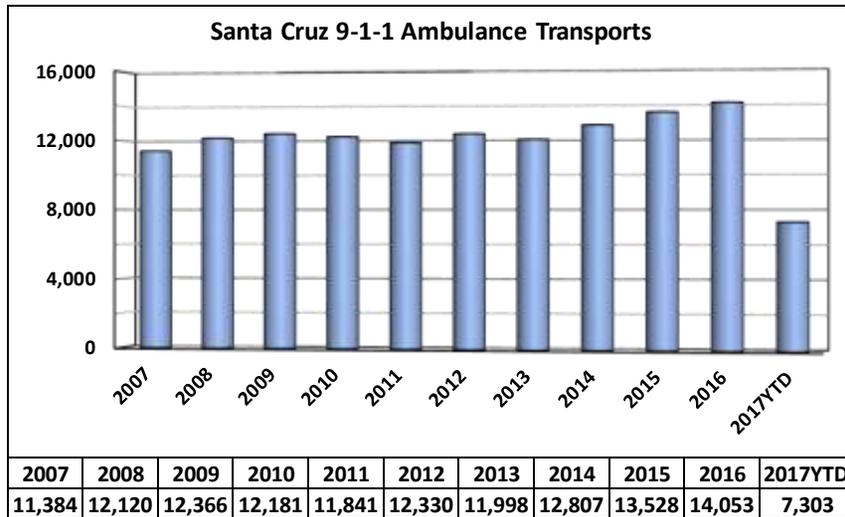


Figure 5

EMS Transports

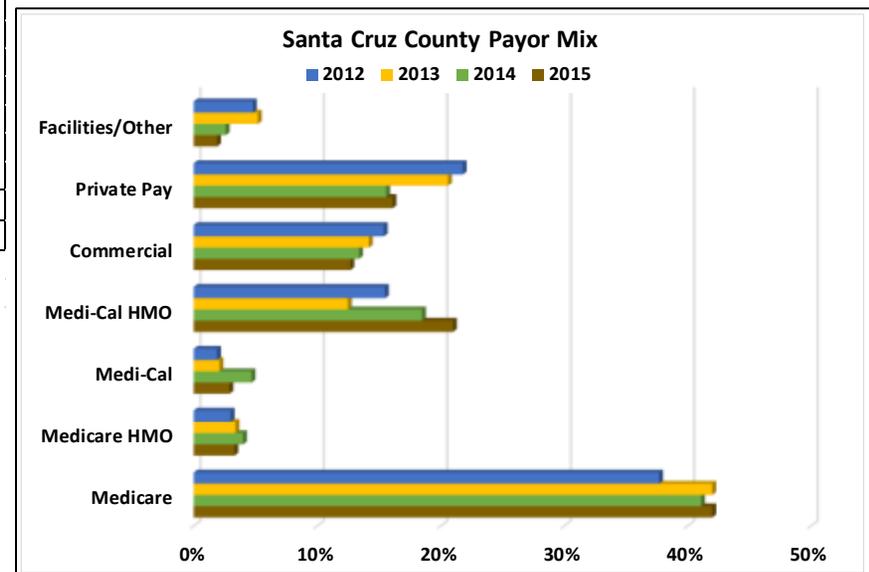


Sources: <http://www.santacruzhealth.org/HSAHome/HSADivisions/PublicHealth/EmergencyMedicalServices.aspx>, SCCEMSA, Jan-Jun 2017

Figure 6

Figure 7 reflects the 9-1-1 payor mix for the current provider, who serves the entire EOA/County.

All 9-1-1 transports are performed by the contracted EOA provider with the exception of backup transports provided by Aptos/La Selva Fire and out-of-county mutual aid (Figure 6). The BLS ambulances operated by the fire agencies are met by the contractor’s ALS ambulances for intercept and transport to hospital.



Santa Cruz County Payor Mix								
Payor Type	2012		2013		2014		2015	
Medicare	4,660	37.7%	5,016	42.0%	5,286	41.1%	5,614	42.0%
Medicare HMO	371	3.0%	409	3.4%	510	4.0%	438	3.3%
Medi-Cal	230	1.9%	252	2.1%	609	4.7%	393	2.9%
Medi-Cal HMO	1,917	15.5%	1,498	12.5%	2,381	18.5%	2,812	21.0%
Commercial	1,900	15.4%	1,697	14.2%	1,724	13.4%	1,704	12.7%
Private Pay	2,693	21.8%	2,456	20.6%	2,012	15.6%	2,146	16.1%
Facilities/Other	597	4.8%	619	5.2%	336	2.6%	259	1.9%
Total	12,368	100.0%	11,947	100.0%	12,858	100.0%	13,366	100.0%

Source: AMR

Figure 7

Data obtained from the California Office of Statewide Health Planning and Development (OSHPD) shows EMS visits and admissions to hospitals in the County (Figure 8).

EMS Hospital Visits and Admission Rate, 2016			
Facility	ED Visits	Admissions	Admit Rate
Dominican	51,935	8,028	15.5%
Watsonville Community	31,789	2,217	7.0%
Total	83,724	10,245	12.2%

Source: OSHPD annual utilization data, 2016

Figure 8

Listed in Figure 9 are the data for the current air ambulance transports. This data includes all transports within Santa Cruz County captured by the Regional 9-1-1 Communications Center, "NetCom."

Santa Cruz County Air Transports						
Year	2011	2012	2013	2014	2015	2016
Air Transports	202	199	205	205	200	197

Figure 9

Attachment 3: EMS Definitions

The following terms and abbreviations are utilized throughout the RFP.

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Against Medical Advice (AMA) – Patients refusing treatment and/or transport even when the EMT or paramedic is recommending there is a need for care.

ALS Unit – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT-1 and one EMT-P.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Automated External Defibrillation (AED) – A procedure to delivery electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

Average Response Time – A response time calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

At Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

BLS Unit – As defined in Health and Safety Code Section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

California Division of Occupational Safety and Health Agency (CAL/OSHA) – State agency that protects and improves the health and safety of working men and women in California.

Call Queuing – Stacking of calls waiting to be processed.

Call Reception – The process of answering the telephone and processing information for the caller in an emergency dispatch center.

Call Prioritization – A process in which requests for service are prioritized based on predefined and audited criteria.

Cardio-Pulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

Central California Alliance for Health (Alliance) – A regional non-profit health plan that provides managed care for lower income residents within the County through the State’s County Organized Health System model.

Chronic Referrals – Chronic referrals for mutual response in rural areas of the county are defined as any three (3) consecutive months where five (5) or more requests are referred to an outside agency.

Code-2 Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with County policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code-3 Call – Any request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with County policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Commission on the Accreditation of Ambulance Services (CAAS) – A group that encourages and promotes quality patient care in medical transportation systems. CAAS is an independent commission that established a comprehensive series of standards for the ambulance service industry.

Computer-Aided Dispatch (CAD) – A system consisting of associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

Demand Analysis – The deployment of ambulances in a specific service area based on experience and the predicted likelihood of requests for service in that area at the time deployed.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Diagnostic Related Group (DRG) – A bundled collection of billing codes that represents a specific injury or illness.

Dispatch Time – Common unit of measurement – from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

Emergency Medical Dispatch (EMD) – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g. CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS Integration Authority (EMSIA) – A collection of public agencies providing EMS care with the ability to contract to provide services.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

Emergency Medical Technician-Paramedic (EMT-P) – Individual whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

En Route Time (Out of Chute) – The elapsed time from unit alert to unit en route. For emergency requests, an out-of-chute standard of 60 seconds maximum is not uncommon.

First Responder – An agency with equipment and staff (e.g. fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

First Responder ALS (FRALS) – Non-transport units that provide ALS level of service staffed by at least one paramedic.

Fractile Response – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile response time standard is employed,

90 percent of the applicable calls are answered in less than eight minutes, while only 10 percent take longer than eight minutes.

Full Costs – The total costs including baseline plus marginal costs to achieve a new program.

Ground Emergency Medical Transportation (GEMT) – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of Medi-Cal members.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Institute for Health Improvement (IHI) – Organization known for healthcare expertise, help, and encouragement for change in health care, including the creation of the Triple Aim objective.

Inter-Facility Transports (IFT) – Ambulance transports between healthcare facilities, typically non-emergency.

Inter-Governmental Transfer (IGT) – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of managed care Medi-Cal members.

Intervention Time – The actual time spent by field personnel directly with the patient, including treatment at the scene and transport to the destination.

LEMSA – Local EMS agency; see Santa Cruz County EMS Agency.

Marginal Costs – the difference between the existing or baseline cost and the new cost necessary for an existing entity to achieve a new program.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director – shall mean the Santa Cruz County EMS Agency Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mutual Aid – shall refer to: 1) responses into the Santa Cruz County EOA from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the Santa Cruz County EOA for the purpose of assisting the ground transport provider in an adjacent service area.

National Fire Protection Association (NFPA) - A trade association that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments, including ambulance design and safety.

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

NetCom – Santa Cruz County Regional 9-1-1 Communications Center.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also known as an EMT-P.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in Santa Cruz County shall be one (1) EMT-P and one (1) EMT-1.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan’s requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post-to-Post Move – Movement of an ambulance from one designated posting (positioning) location to another designated post.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a “post” may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit-hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

Public Access Defibrillation (PAD) – A program that place automatic external defibrillators throughout communities.

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

Quick Response Vehicle (QRV) – A vehicle equipped per LEMSA protocols, but does not transport patients; often used as a FRALS unit.

Release at Scene (RAS) – Patients refusing treatment and/or transport when the paramedic agrees there is no need for care.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Return of spontaneous circulation (ROSC) – Resumption of sustained perfusing cardiac activity associated with significant respiratory effort after cardiac arrest.

Revenue – Increases to equity from any source. Ambulance sales are usually reported as gross (billed) revenue amounts or in net terms that reflect adjustments for write-offs.

Santa Cruz County EMS Agency – The local EMS agency (LEMSA) empowered by the Santa Cruz County Board of Supervisors to contract for ambulance service that will provide coverage within the EOA.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency. Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

Standby Service – The dispatch of an emergency ambulance unit(s) by County Dispatch or other PSAP authorized by the County at the specific request of a public safety agency to a position of immediate availability.

System Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Transport Volume – The actual number of requests for service that result in patient transport.

Unit Activation Time – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is actually en route to the scene.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

Workload – measure of work performed by on-duty units during any given period of time.

Attachment 4: Key Contacts

Name	Agency	Title	Office	Email
RFP Contact				
Kevin Bratcher	Santa Cruz General Services	Admin. Services Mgr.	831-454-2721	KevinBratcher@santacruzcounty.us
Ambulance Providers				
Jon Jones	Aptos La Selva Fire (ALS)	Fire Chief	831-685-6690	jonj@aptosfire.com
Kevin McClish	Boulder Creek Fire (BLS)	Fire Chief	831-338-7222	kmcclish@bcfd.com
Stacie Brownlee	Ben Lomond Fire (BLS)	Fire Chief	831-336-5495	blfdchief@benlomondfd.com
John Stipes	Zayante Fire (BLS)	Fire Chief	831-566-6719	jstipes@zayantefire.org
First Responders				
Phil Matteson	Aromas Tri-County Fire	Assistant Chief	831-601-2407	phil.matteson@fire.ca.gov
Stacie Brownlee	Ben Lomond Fire	Fire Chief	831-336-5495	blfdchief@benlomondfd.com
Kevin McClish	Boulder Creek Fire	Fire Chief	831-338-7222	kmcclish@bcfd.com
Daniel Grebil	Branciforte Fire	Fire Chief	831-438-0211	DGrebil@scottsvalleyfire.com
Ian Larkin	CAL FIRE	Unit Chief	831-335-6700	Ian.Larkin@fire.ca.gov
Jeff Maxwell	Central Fire	Fire Chief	831-479-6842	JeffM@centralfpd.com
Ron Rickabaugh	Felton Fire	Fire Chief	831-335-4422	ffpd@pacbell.net
Ian Larkin	Pajaro Valley Fire	Unit Chief	831-335-6700	Ian.Larkin@fire.ca.gov
Jim Frawley	Santa Cruz Fire	Fire Chief	831-420-5280	JFrawley@cityofsantacruz.com
Daniel Grebil	Scotts Valley Fire	Fire Chief	831-438-0211	DGrebil@scottsvalleyfire.com
Rudy Lopez, SR.	Watsonville Fire	Division Chief	831-768-3231	Rudy.Lopez.sr@cityofwatsonville.org
John Stipes	Zayante Fire	Fire Chief	831-335-5100	jstipes@zayantefire.org
Communications				
Dennis Kidd	Regional 911, "NETCOM"	General Manager	831-471-1033	Dennis@scr911.org
Receiving Hospitals				
Suzan Rowan, RN	Watsonville Community	Director of ED	831-761-5627	Suzan_Rowan@quorumhealth.com
Paul Angelo, RN	Dominican	Prehospital Liaison RN	831-462-7642	Paul.Angelo@dignityhealth.org
Current Air Transport Providers				
CalSTAR	Deborah Pardee	Regional Director	707-972-9351	DPardee@calstar.org
Life Flight	Stanford Health Care	Manager	650-497-8674	MBaulch@stanfordmed.org
Other Key Contacts				
Jeff Terpstra	EMSIA	General Manager	831-212-5911	jeffterpstra@comcast.net
Casey Vanier	United EMS Workers, Local 4911	Labor Representative	510-815-0972	Casey.Vanier@uemsw.org

Attachment 5: Report Cards

Santa Cruz County First Responder Report Card				
Criterion	2016	Goal	Weighted Value	Score
Cardiac Arrest				
End-tidal CO2 monitored	38.9%	90.0%	4.0%	1.73
Complete documentation (see System QI P&P)	90.0%	90.0%	4.0%	4.00
Respiratory Distress				
Mental Status assessed/documented	90.9%	90.0%	4.0%	4.00
bronchodilator administration for wheezing within 10 minutes	72.0%	85.0%	4.0%	3.39
Airway Management				
End-tidal CO2 performed on any successful ET intubation	38.8%	90.0%	4.0%	1.72
Other confirmation techniques (e.g., visualize chords, chest rise, auscultation)	90.0%	90.0%	4.0%	4.00
Complete documentation (see System QI P&P)	90.0%	90.0%	4.0%	4.00
STEMI				
ASA administration within 5 minutes	56.7%	90.0%	4.0%	2.52
SpO2 recorded	98.3%	95.0%	4.0%	4.00
12 LEAD EKG acquired within 5 minutes	35.0%	80.0%	4.0%	1.75
Complete documentation (see System QI P&P)	90.0%	90.0%	4.0%	4.00
Stroke				
Time last seen normal	0.0%	90.0%	4.0%	-
Use of a prehospital BEFAST stroke scale	58.9%	90.0%	4.0%	2.62
Complete documentation (see System QI P&P)	90.0%	90.0%	4.0%	4.00
Trauma				
PAM scale recorded	60.8%	90.0%	4.0%	2.70
Complete documentation (see System QI P&P)	90.0%	90.0%	4.0%	4.00
Safety				
Protocol compliance rate per chart review (high acuity, AMA/RAS, & random)	90.0%	90.0%	10.0%	10.00
Patient Satisfaction (use standardized questions to allow inter-agency comparison)				
Degree to which the firefighters took your problem seriously	96.0%	94.0%	4.0%	4.00
How well the firefighters explained things in a way you could understand	95.5%	95.4%	4.0%	4.00
Skill of the firefighters	94.3%	94.1%	4.0%	4.00
Extent to which the firefighters cared for you as a person	96.0%	94.1%	4.0%	4.00
Professionalism of the firefighters	95.0%	94.1%	4.0%	4.00
ePCR Submission Compliance				
Transfer of Care (TOC) critical ePCR elements completed within 10 minutes of patient departure from scene	80.0%	90.0%	3.0%	2.67
Full ePCR completed within 24 hours	100.0%	100.0%	3.0%	3.00
Total Standards			100.0%	84.10

Green: Meet/Exceed Goal
Orange: 0-20% Below Goal
Red: >20% Below Goal

- Criteria**
- 1) Measurable
 - 2) Must be improvable
 - 3) Reflect value to the patient

Note: 2016 numbers highlighted in blue are placeholders as not currently tracked

Santa Cruz County Transport Report Card				
Criterion	2016	Goal	Weighted Value	Score
Cardiac Arrest				
End-tidal CO2 monitored	38.9%	90.0%	3.0%	1.30
Complete documentation (see System QI P&P)	75.0%	90.0%	3.0%	2.50
Respiratory Distress				
Mental Status assessed/documented	90.9%	90.0%	3.0%	3.00
bronchodilator administration for wheezing	72.0%	85.0%	3.0%	2.54
Airway Management				
End-tidal CO2 performed on any successful ET intubation	38.8%	90.0%	3.0%	1.29
Other confirmation techniques (e.g., visualize chords, chest rise, auscultation)	75.0%	90.0%	3.0%	2.50
Complete documentation (see System QI P&P)	75.0%	90.0%	3.0%	2.50
STEMI				
ASA administration	56.7%	90.0%	3.0%	1.89
SpO2 recorded	98.3%	95.0%	3.0%	3.00
12 LEAD EKG acquired within 5 minutes	35.0%	80.0%	3.0%	1.31
Scene time less than 15 minutes	16.7%	80.0%	3.0%	0.63
Transport to STEMI center rate (with notification)	96.7%	95.0%	3.0%	3.00
Complete documentation (see System QI P&P)	75.0%	90.0%	3.0%	2.50
Stroke				
Time last seen normal	0.0%	90.0%	3.0%	-
Use of a prehospital BEFAST stroke scale	58.9%	90.0%	3.0%	1.96
Scene time less than 15 minutes	18.7%	80.0%	3.0%	0.70
Complete documentation (see System QI P&P)	75.0%	90.0%	3.0%	2.50
Trauma				
PAM scale recorded	60.8%	90.0%	3.0%	2.03
Scene time less than 15 minutes	12.7%	50.0%	3.0%	0.76
Trauma center destination	29.8%	90.0%	3.0%	0.99
Complete documentation (see System QI P&P)	75.0%	90.0%	3.0%	2.50
Safety				
Employee injuries per 10,000 hours worked	1.11	1.00	2.0%	1.80
Employee turnover rate	36.7%	25.0%	8.0%	5.45
Protocol compliance rate per chart review (high acuity, AMA/RAS, & random)	75.0%	90.0%	10.0%	8.33
Patient Satisfaction (use standardized questions to allow inter-agency comparison)				
Communication by medics (patient and family)	96.0%	97.2%	3.0%	2.96
Care shown by the ambulance crew	95.0%	94.4%	2.0%	2.00
Skill and professionalism of our ambulance crew	94.3%	93.8%	2.0%	2.00
Cleanliness of ambulance	96.0%	94.1%	2.0%	2.00
Ride of the ambulance	80.0%	92.3%	2.0%	1.73
ePCR Submission Compliance				
At time of patient drop off (over 90 days)	75.0%	90.0%	2.0%	1.67
High acuity (ROSC, STEMI, Stroke, Trauma) cases at time of drop off	75.0%	95.0%	2.0%	1.58
Completed within 24 hours	75.0%	100.0%	2.0%	1.50
Total Standards			100.0%	70.43

Green: Meet/Exceed Goal
Orange: 0-20% Below Goal
Red: >20% Below Goal

- Criteria**
- 1) Measurable
 - 2) Must be improvable
 - 3) Reflect value to the patient

Note: 2016 numbers highlighted in blue are placeholders as not currently tracked

Attachment 6: Draft Contract

Herein included by reference

Attachment 7: Evaluator Scoring Tool

Santa Cruz County Evaluator Scoring Tool

Evaluator: _____

Evaluator Rating Descriptions	Points Awarded
Excellent: The proposal successfully addresses all relevant aspects of the element being evaluated. Any shortcomings are minor and the element contributes appropriately to the meeting the requirements of the criterion.	100%
Good: The proposal addresses the element well; although, certain improvements are possible in relation to meeting the overall criterion.	75%
Fair: The proposal broadly addresses the element; however, there are significant weaknesses that would need additional clarification or justification in relation to meeting the overall criterion.	50%
Poor: The proposal has inherent weaknesses with respect to the element being evaluated and does not materially support the criterion.	25%
Fail: The proposal fails to address the element in all aspects and its relationship to supporting the criterion.	0%

Proposal Section	Evaluator Rating					Possible Points	Total Points
	Excellent	Good	Fair	Poor	Fail		
Credentials, Experience, and Local Management Team						70	
Compensation Package and Working Conditions						20	
Incumbent Work Force						20	
Response-Time Commitment						20	
Fiscal Strength						20	
Equipment Maintenance and Management						20	
Billing/Collection Program and Data Integration						20	
System Status Plan/Unit Hour Commitment						20	
Integration with Existing EMS Stakeholders						70	
Commitment to EMS System and the Community						20	
Proposed Patient Charges						40	
Commitment for Clinical Quality/Innovation						70	
Total						410	

Attachment 8: Indemnification and Insurance

Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
2. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY unless modified or waived by COUNTY.

1. Types of Insurance and Minimum Limits
 - a. Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Contractor has no employees and certifies to that fact.
 - b. Automobile Liability Insurance for each of Contractor's vehicles used in the performance of Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence and \$10,000,000 umbrella policy for bodily injury and property damage. This insurance coverage is required unless the Contractor does not drive a vehicle in conjunction with any part of the performance of Contract and Contractor and County both certify to that fact.

- c. Contractor Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$10,000,000 umbrella policy, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
 - d. Professional Liability Insurance in the minimum amount, to be determined by Contractor and County as applicable, combined single limit.
2. Other Insurance Provisions
- a. As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by County.
 - b. If any insurance coverage required in Contract is provided on a "Claims Made" rather than "Occurrence" form, Contractor agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of Contract (hereinafter "post Contract coverage") and any extensions thereof. Contractor may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.
 - c. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.
 - d. All required policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to the contracting department.

Should Contractor fail to obtain such an endorsement to any policy required hereunder, Contractor shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the County as a material term of Contract.
 - e. Contractor agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the contracting department.
 - f. Contractor hereby grants to County a waiver of any right of subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.